



DEP Code No.

RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (~~COMMISSIONERS~~) (~~COUNCILMEN~~) of East Marlborough
(TOWNSHIP) (~~BOROUGH~~) (~~CITY~~), Chester COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Dorothy Wavrek has proposed the development of a parcel of land identified as
land developer

518 Beechwood Drive Repair STP, and described in the attached Sewage Facilities Planning Module, and
name of subdivision

proposes that such subdivision be served by: (check all that apply), sewer tap-ins, sewer extension, new treatment facility, individual onlot systems, community onlot systems, spray irrigation, retaining tanks, other, (please specify). repair individual sewage treatment plant

WHEREAS, East Marlborough Township finds that the subdivision described in the attached
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the (Supervisors) (~~Commissioners~~) (~~Councilmen~~) of the (Township) (~~Borough~~) (~~City~~) of East Marlborough hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I _____, Secretary, East Marlborough
(Signature)

Township Board of Supervisors (~~Borough Council~~) (~~City Councilmen~~), hereby certify that the foregoing is a true copy of the Township (~~Borough~~) (~~City~~) Resolution # 2021-35, adopted, _____, 20_____.

Municipal Address:

East Marlborough Township

721 Unionville Road

Kennett Square, PA 19348

Telephone 610-444-0725

Seal of
Governing Body

PREPARED BY/RETURN TO:

East Marlborough Township
721 Unionville Road
Kennett Square, PA 19348

UPI No: 61-6K-8

**INSTALLATION AND MAINTENANCE AGREEMENT
FOR SMALL STREAM TREATMENT FACILITY**

THIS AGREEMENT, made this _____ day of _____ 20____ by and between the TOWNSHIP OF East Marlborough located in Chester County, Pennsylvania with an address of 721 Unionville Road, Kennett Square, PA 19348 (hereinafter "Township") and Mrs. Dorothy Wavrek, property owner, with an address of 518 Beechwood Drive, Kennett Square PA 19348, (hereinafter the "Property Owner").

WITNESSETH

WHEREAS, Property Owner is presently the owner in fee simple of a certain tract of land and a single-family detached dwelling located at 518 Beechwood Drive, Kennett Square, PA 19348 (UPI No. 61-6K-8) in East Marlborough Township, Chester County Pennsylvania (hereinafter the "Property").

WHEREAS, Property Owner lacks access to public sewer and cannot make adequate provisions for treating the residential sewage on the Property by customary means because the soils are not suitable for the installation of either an individual or community on-lot sewage disposal system;

WHEREAS, Property Owner has requested the Board of Supervisors of East Marlborough Township (the "Board") to amend its Sewage Facilities Plan (otherwise known as the "Act 537 Plan") so as to permit a stream discharge sanitary sewage treatment facility as described in Attachment "A" (Stream Discharge Plans & Design Engineers Report (as amended through the design stage)), hereto for the sole purpose of treating sewage effluent from one single-family residence (hereinafter the "System") to be installed and operated at Property Owner's sole expense upon the Property, with a stream discharge outfall located on the Property. The System shall be maintained in accordance with Attachment "B" (Authorized Advantex Service Provider (non-binding example only)) equipment maintenance guidelines.

WHEREAS, the Board, upon consideration of the documentation provided by the Property Owner establishing the lack of alternative means of treatment of the Property

Owners' residential sewage and the unique circumstances in the instant case, is willing to amend the Township's Act 537 Plan so as to provide for the installation of the System upon the Property provided that the Property Owner agrees to install, operate, and maintain the System upon certain terms and conditions more particularly set further herein; and

WHEREAS, the Township and Property Owner desire to memorialize the agreement reached between them with respect to the installation and maintenance of the aforesaid System.

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

1. The System shall be designed, installed, operated, and maintained by the Property Owner upon the Property in accordance with the design requirements of the Pennsylvania Department of Environmental Protection (hereafter "PA DEP") upon approval of the Water Quality Management Permit (WQM), and all other applicable agencies, including but not limited to East Marlborough Township. It is expressly understood that the System will be designed and installed in accordance with Attachment "A" as modified by regulatory review through the WQM permitting stage, and that the System shall include a component utilizing ultraviolet disinfection prior to any discharge emanating from the System.

2. The System shall be reviewed by the PA DEP as to its design, construction, and installation and approved by the PA DEP through the issuance of all appropriate permits. The construction of this System shall be subject to the inspection and approval by DEP personnel at such times and phases of construction as specified by DEP. The engineer for the Property Owner (hereafter "Engineer") shall inspect the System and certify in writing to the Township and PA DEP that the design, construction, and installation of the facility and its "start-up" have been completed for the Property in accordance with this Agreement and the permit granted by PA DEP including adjustments for unknown surface and sub-surface site conditions. The costs of all PA DEP and Township reviews, inspections and testing shall be paid for by the Property Owner.

3. The Property Owner shall annually, for the life of the System, enter into or renew and provide annually to the Township, a copy of a System Maintenance Contract with a Maintenance Contractor (hereinafter the "Maintenance Contractor") similar to the equipment maintenance guidelines as presented in Attachment "B" (Authorized Advantex Service Provider (non-binding example only)). A Maintenance Contractor shall be a private independent contractor who has been given special training by the original equipment manufacturer (if such training is reasonably available), is authorized by the manufacturer, if applicable, to service the equipment, and, if applicable, is authorized by the Township to provide such services within the borders of the Township.

4. During the first year of operation of this System, there shall be made two inspections (every 6-months), by the Maintenance Contractor, retained by the Property Owner at the expense of the Property Owner. However, an additional inspection shall be

conducted by the Maintenance Contractor one month after System startup which is not a part of the 6-month inspections noted above. Per the requirements of the PA DEP, the inspection shall include the testing of the discharge effluent to confirm that said discharge meets or exceeds the required levels of treatment established by PA DEP for such systems. Testing shall occur at the discharge point and shall include testing for fecal coliform and for any other substances for which testing is required by PA DEP to determine if discharge criteria are met. It is understood and agreed that sampling and testing of the discharged effluent shall be conducted by an Environmental Protection Agency (EPA)-approved lab and a copy of results shall be sent by the Property Owner to the Township within ten (10) days of its completion. The year shall begin to run on the first day of plant start-up and continue for one full year from the first inspection made six months after the date of said start-up. The said inspector shall send a copy of each of his inspection reports to the Township within thirty (30) days of the inspection. All sampling, testing, and reporting costs shall be paid by the Property Owner.

5. On and after the first year, and for so long as the said System remains in operation, inspection, testing and reporting, as set forth in the foregoing paragraph, shall be made at least one (1) time a year (or more frequently if required by PA DEP) during the time period specified in the Water Quality Management permit issued by PA DEP. If such testing indicates unsatisfactory operating conditions, the Township reserves the right, to increase the frequency of testing as well as other remedies provided in this Agreement until such time as the System is demonstrated to be in proper operating condition. The results of such testing and copies of all other reports required by Paragraph 4 shall be submitted to the Township within ten (10) days of their receipt by the Property Owner.

The cost of testing and inspections shall be paid by the Property Owner.

An Annual Maintenance Report (AMR) (PA DEP form 3800-PM-BPNPSM0093e, rev 8/2014, or latest edition or other PA DEP required forms) shall be prepared by the Maintenance Contractor or Engineer and submitted to PA DEP by June 30th of each year by the Property Owner with a copy to the Township, as required by PA DEP. All costs related to the preparation and submission of the AMR shall be paid by the Property Owner.

6. The Township may enter the property to inspect the System any time to monitor whether the System is meeting the operating requirements set by the DEP and whether all elements of the System are in good working condition. The cost of each inspection by the Township shall be promptly paid by the Owner upon receipt of the Township invoice.

7. In the event that any test results or inspection report made by the Engineer, PA DEP, or the Township, as identified in paragraphs 4, 5, and 6 above, indicates a need to repair and/or replace any component part or all of the System to bring the System into compliance with the PA DEP or other controlling regulations, the Property Owner shall forthwith complete such repair or replacement and obtain certification from the above authorities that the System is in compliance with all applicable regulations and Township requirements within thirty (30) days of the date of such test or report. The costs for the repair and/or replacements for the System as well as the costs for obtaining certifications shall be

paid by the Property Owner.

If a revision or modification is made to the System, an amended and revised drawing, detailing the revision or modification shall be provided to the Property Owner, the Township, and PA DEP along with documentation certifying that the revision or modification is consistent with the permit.

8. In the event the Property Owner fails or refuses to conduct the testing required herein, or to comply with the recommendations of either the Maintenance Contractor, Engineer, PA DEP, the Township, or other governing regulatory agency with respect to the repair and/or replacement of the System or any parts thereof, the Township shall have the right, to enter upon the Property, conduct said inspections, and perform any repairs or replacements with respect to the System, all of which shall be made at the sole cost and expense of the Property Owner. Prior to entering upon the Property and conducting its own inspection or performing any repairs to or replacements of the System or its component parts, the Township shall provide Property Owner ten (10) days advance written notice of its intention to enter upon the Property for these purposes. The Property Owner shall have the right to comply with the terms of this Agreement within that ten (10) day period. No prior notice shall be required if the Township Engineer or Township Code Enforcement Officer has knowledge of or reasonably believes an emergency to exist affecting the operation of the System.

9. None of the remedies provided for in this Agreement are mutually exclusive, and the Township shall have the right, to pursue contemporaneously any and all remedies available to it for the enforcement and protection of its rights under this Agreement and the public health including, without limitation, the remedies specifically described in this Agreement, as well as actions at law or in equity, the recovery of judgments, court costs and reasonable attorney's fees and recovery of sums expended for the inspection, repair and/or replacement of the System as provided for in this Agreement.

10. 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 the standards of the PA DEP or other regulatory authority, 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 the removal. The Property Owner agrees to continue hauling effluent until such time as the System has been properly certified as being operable by the Engineer, Maintenance Contractor, PA DEP or other regulatory authority. In the event the Property Owner shall fail to make the necessary arrangements for the removal of said effluent, the Township shall have the right, upon forty-eight (48) hours written notice to Property Owner, to enter upon the Property and cause said effluent to be removed. All aforementioned costs of removal from the System are to be borne by the Property Owner.

11. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for Chester County, Pennsylvania and that this Agreement shall constitute and be construed as a Covenant running with the Property and shall be

binding upon Property Owner as well as Property Owner's heirs, administrators, executors, successors, and assigns, it being the express understanding of the parties that any and all duties and obligations of Property Owner with respect to the repair, replacement and operation of the System set forth in this Agreement shall remain the obligation of the Property Owner, and the Property Owner's successors in title until such time as the Property is connected to and served by off-site public sanitary sewer facilities, and that such obligation shall inure to the benefit of the Township. This Covenant can be released only by written release signed by the Board and recorded.

12. The Property Owner agrees that any nominal costs incurred by the Township for additional inspections, necessitated by System malfunctions, repairs and/or replacement of the System or its component parts, or in the removal of effluent in accordance with the terms of this Agreement, shall be promptly paid to the Township by the Property Owner upon receipt of the Township's invoice. In the event the Property Owner shall fail to pay the Township for any such costs within thirty (30) days of the invoice date, the Township shall have the right to sue the Property Owner in assumpsit for reimbursement of its costs and to cause a sewer lien to be placed upon Property pursuant to the Municipal Lien Law, 53 P.S. §7101 et seq. in the amount of said costs (which costs shall include the costs involved in the suit and lien, reasonable attorney's fees and statutory interest).

13. It is expressly understood and agreed that nothing contained herein shall be construed to waive, affect or alter any requirements of the Zoning, Subdivision and Land Development or other Ordinances of the Township and that 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 a building permit or other approval for land development.

14. Property Owner agrees, for Property Owner and for Property Owner's heirs, administrators, executors, successors and assigns, to indemnify the Township, its agents, elected officials, servants and employees and to hold them and each of them harmless from and against any damage, liability, loss or judgments (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action or proceeding) arising out of or resulting from the installation, operation and maintenance of the System upon the Property or in any way related to this Agreement as long as the aforementioned actions do not damage or cause additional impairment or damage to the system and environment. In every instance where the Township or any of its agents, elected officials, servants, or employees shall have notice that any claim or demand whatsoever exists or has been asserted or is threatened, which would constitute a claim or demand hereunder to be indemnified by the Property Owner, the Township shall promptly notify the Property Owner of any such claim or demand. The Township reserves the right to contest through its counsel and at its own expense such claims or demands including the right to appeal to the Court with the highest appellate jurisdiction. Notwithstanding the Township's reservation of a right to contest any such claim or demand, the Property Owner shall have the primary duty to defend the Township, its agents, elected officials, servants, and employees. If the Property Owner fails to contest and resist any such claim or demand within a reasonable time after receiving notice thereof (but not later than twenty (20) days after such notice), the Township shall have the right to satisfy and discharge the

same by suit, settlement, or otherwise. The amount of any such claim or demand determined to be due by way of suit, settlements, or otherwise shall immediately become due and payable by the Property Owner to the Township upon demand. If the Township elects or is otherwise required to enter upon its defense, the Property Owner shall reimburse the Township for all of its expenses that it incurs, including legal fees, engineering fees and other expert witness fees, court costs and any related costs, and shall pay any judgment including costs and interest on said judgment rendered against the Township as a result of such suit. In addition, if the Property Owner fails to undertake or complete the defense of the Township with respect to any such suit, the Township shall have the right to file an immediate lien in the nature of a municipal lien under the Municipal Lien law, as aforesaid, upon the Property in an amount equal to the sums expended by the Township.

15. All costs and expenses incurred for the installation, maintenance and operation of the System shall be the sole and exclusive obligation and liability of the Property Owner, who expressly agrees that the Township is entering into this Agreement for the sole and singular purpose of facilitating the Property Owner's installation of the System for compliance with regulations promulgated by the PA DEP.

16. Property Owner agrees to provide to the Township a complete set of "as built" plans for the aforesaid System as finally approved by PA DEP or any other governmental agency having jurisdiction thereof, and to provide revised plans if and when such revisions are required by the aforementioned agencies.

17. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania. The venue of any action brought hereunder shall be in Chester County, Pennsylvania unless another more convenient venue is chosen by the Township.

18. With respect to any notice required to be given under the terms of this Agreement, the parties agree in the instance of notice by the Township to the Property Owner of 518 Beechwood Drive, Kennett Square, PA 19348, notice is sufficient which is delivered or mailed to the Property, and in the instance of notice given by the Property Owner to the Township, when delivered or mailed to the Township at 721 Unionville Road, Kennett Square, PA 19348.

19. The Property Owner agrees that if a public sewer system becomes available to the Property by being installed within 150 feet of the dwelling on the Property, the System will be abandoned consistent with all applicable regulations, ordinances and statutes after which this Agreement shall have no further force and effect.

20. This Agreement constitutes the entire understanding and agreement between the parties, and there are no other representations intended, either expressed or implied, except as specifically provided for herein.

STREAM DISCHARGE OPERATIONS & MAINTENANCE AGREEMENT

BETWEEN

EAST MARLBOROUGH TOWNSHIP, CHESTER COUNTY

AND

MRS. DOROTHY WAVREK

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**BOARD OF SUPERVISIORS
EAST MARLBOROUGH TOWNSHIP**

Secretary

Robert B. McKinstry, Jr., Chairman

Kathryn M. Monahan, Vice Chairman

WITNESS:

PROPERTY OWNER

Mrs. Dorothy Wavrek

COMMONWEALTH OF PENNSYLVANIA:

:ss

COUNTY OF CHESTER

:

On this, the ____ day of _____, 20____, before me, the undersigned officer, personally appeared Mrs. Dorothy Wavrek, title holder known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA:

:ss

COUNTY OF CHESTER

:

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared Robert B. McKinstry, Jr., Chairman, Kathryn M. Monahan, Vice-Chairman, who acknowledged themselves to the Board of Supervisors of EAST MARLBOROUGH Township, and being authorized to do so, executed the within instrument for the purposes therein contained.

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

Notary Public

MY COMMISSION EXPIRES:

ATTACHMENT A

Stream Discharge Plans and Design Engineers Report
(Amended and/or revised per regulatory review through the WQM permit stage)

See plans attached at the
end of this report

ATTACHMENT B

Authorized Advantex Service Provider Maintenance Contract
(example only – non-binding at this time)



3685 Leike Road
Parkesburg PA 19365
610 857 1740 – Office
484 706 9981 – Fax
brent@tricowater.com

Advantex Stream Discharge Maintenance Contract

Contractor:
Tri-County Water Services Inc.
3685 Leike Road
Parkesburg PA 19365
Phone: 610-857-1740
Email: info@tricowater.com

Contract Start Date: 2019-2020 Upon Installation of the system

Length of Contract: 3 years

Insurance:

Tri – County Water Services Inc. is insured through Mutual Benefit Group with coverage's of \$1,000,000.00 liability and \$1,000,000.000 personal injury (\$2,000,000.00 aggregate). In addition to our basic coverage we carry an additional \$2,000,000.00 liability umbrella on our policy. A copy of our insurance certificate is available upon request.

Attorney General:

Tri – County Water Services Inc. is registered with the Pennsylvania Bureau of Consumer Protection within the office of the Attorney General. The Attorney General's office can be reached at 1-888-520-6680. Our registration number is **PA028721**.

Scope of Work:

To be Performed Annually

- Perform field sampling (clarity, odor)
- Measure sludge and scum within concrete Advantex treatment tankage
- Inspect control panel (amp draw, corrosion, wiring)
- Inspect splice boxes for water and corrosion
- Inspect/clean the recirculation pump and vault
- Clean and test floats and verify operating levels
- Inspect/clean AX20 pod
- Inspect/clean the Advantex textile screens
- Inspect/clean discharge manifold
- Provide and replace UV bulb
- Inspect and clean UV canister and assembly
- Measure sludge and scum within the concrete pump tank
- Inspect/clean effluent pump
- Inspect/clean on/off float and alarm float

- Inspect splice box for water and corrosion
- Provide annual report to local Municipality
- Provide annual report to Orenco
- Provide annual report to Homeowner



Continuous Service

- Daily monitoring utilizing the installed Vericomm remote monitoring system
- Availability to contact with questions and concerns regarding system

Optional: Department of Environmental Protection Testing and Reporting

- Complete lab testing with report (BOD, PH, TSS, Fecal Coliform)
- Complete DEP AMR form
- Submit completed AMR form to local DEP office
- Provide copies to owner for records

******Notes******

- Service provider will need access to an outside garden hose connection to complete the annual service
- Homeowner is responsible for maintaining internet connectivity or analog phone service
- Septic tanks to be pumped and cleaned every 3 years

Warranty:

Tri-County Water Services Inc. includes a workmanship warranty for the duration of the Advantex Maintenance Contract.
 Tri-County Water Services Inc. is not able to warrant the original installation of the Advantex Treatment System.

Payment Schedule:

- One-third** due at contract acceptance
- One-third** due at the beginning of the second year cycle
- One-third** due at the beginning of the third year cycle
- Pumping** cost invoiced separately every third year
- Visa, MasterCard, Discover, American Express,** and personal **Checks** accepted

Signatures:

Tri- County Water Services Inc. _____ *Date* _____

Client _____ *Date* _____

Client _____ *Date* _____