

SEWAGE MANAGEMENT AGREEMENT

THIS SEWAGE MANAGEMENT AGREEMENT (hereinafter "Agreement"), is being made and entered into this 27th day of APRIL, 2015, by and between **HARMONY TOWNSHIP**, Forest County, Pennsylvania (hereinafter the "Township"), and **TODD FANTASKEY, d/b/a NORTHWEST SOIL SERVICES**, Warren County, Pennsylvania (hereinafter "Fantaskey"), under the following circumstances:

- A. As a result of a directive from the Pennsylvania Department of Environmental Protection, the Township adopted a comprehensive Sewage Management Program on February 11, 2013 (hereinafter referred to as the "SMP").
- B. The SMP requires the Township to delegate its authority to administer the SMP to the Township's Sewage Enforcement Officer (hereinafter referred to as the "SEO").
- C. Fantaskey is the SEO for the Township.
- D. The parties are entering into this Agreement in furtherance of the requirements of the SMP.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **DELEGATION OF AUTHORITY.**

Pursuant to the requirements of the SMP, the Township hereby delegates the authority to Fantaskey to administer the SMP. The Township will provide Fantaskey with pertinent information about each property to be inspected pursuant to the SMP.

2. **SERVICES TO BE PROVIDED TO THE TOWNSHIP.**

In accordance with the SMP, the services to be provided by Fantaskey, which Fantaskey hereby expressly agrees to provide, include, without limitation, the following:

- a. Establish a data base of properties in the Township;
- b. Conduct initial SMP site investigations and determine necessary repairs, replacements or changes in the operation and maintenance of the on-lot sewage disposal facilities located on the property.
- c. Conduct additional site investigations as necessary.
- d. Provide proper operating and maintenance instructions and recommendations to property owners.
- e. Provide necessary inspection services.
- f. Maintain all SMP records for the Township.

In addition to the foregoing, Fantaskey shall perform any and all such other tasks as may be required of the SEO under the SMP.

3. **COMPENSATION OF FANTASKEY.**

In consideration of the services to be performed by Fantaskey under this Agreement, Fantaskey will be compensated at the rates set forth on the fee schedule which is attached hereto as Exhibit A.

4. **BINDING EFFECT; ASSIGNMENT.**

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, no party to this Agreement may assign or transfer this Agreement or all or any part of his rights or obligations hereunder without the prior written consent of the other party.

5. **WAIVER.**

The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, and the same shall continue and remain in full force and effect. No single or partial exercise by either party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Waiver by any party of any breach of any provision of this Agreement shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provision of this Agreement.

6. **SEVERABILITY.**

In the event that any word, phrase, clause, sentence, or other provision herein shall violate any applicable statute, ordinance, or rule of law in any jurisdiction which governs this Agreement, such provisions shall be ineffective to the extent of such violation without invalidating any other provision herein.

7. **ENTIRE AGREEMENT; AMENDMENT.**

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the party to be bound thereby.

8. **GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with, and the legal relations between the parties shall be governed by, the laws of the Commonwealth of Pennsylvania, as applicable to agreements executed, made and wholly performed therein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

ATTEST: (Seal)

Karla Beach
Secretary

HARMONY TOWNSHIP

By Theresa

By Thomas V. Gibson

By D Beach

Witness:

Pete Fantaskey

NORTHWEST SOIL SERVICES

By Todd L. Fantaskey
Todd Fantaskey