



Clinton Township

711 Saxonburg Boulevard
Saxonburg, PA 16056

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HOLDING TANK AGREEMENT PER CLINTON TOWNSHIP ORDINANCE 2011-06 ORD

1. The parties hereto are:

- a. The Township of Clinton Township, Butler County, Pennsylvania, hereinafter called "Municipality".
- b. The owner(s) of the affected property on which a temporary holding tank for the disposal of sewage will be located, hereinafter called "Owner".

(Names)

(Address)

- c. The oil and gas Lessee whose employees, agents, and/or contractors will be utilizing the temporary holding tank.

(Names)

(Address)

- d. The holding tank cleaner, hereinafter called "Cleaner".

(Names)

(Address)

- e. The disposal site approved by the Department of Environmental Resources, hereinafter called "Disposal Site".

(Names)

N.P.D.E.S or
Land Disposal Permit No.

(Location -- Address)

2. The Municipality has sanctioned the utilization of holding tanks to effect a repair and abate an existing malfunction, pursuant to Clinton Township Ordinance 2011-06ORD and the Pennsylvania Sewage Facilities Act, in accordance with which owner and Lessee are utilizing a temporary holding tank.
3. The Municipality hereby delegates to Cleaner responsibility for the regular collection and disposal of the contents of the temporary holding tank.
4. Cleaner hereby accepts said responsibility and agrees to provide the service of regularly collecting the contents of the temporary holding tank and disposing of the same at a site approved by the Pennsylvania Department of Environmental Resources upon reasonable notice from Owner or Municipality of the need for cleaning the temporary holding tank. Cleaner will also accept responsibility for providing the Municipality with written receipts from the Disposal Site for the treatment of all contents pumped from Owner's tank.
5. In exchange for services provided by Cleaner, Owner and Lessee will compensate Cleaner at the rate of \$_____ per cleaning in accordance with regular billing practices adopted by Cleaner, receipts of all cleanings shall be sent to the Township.
6. Determining the need for cleaning shall, in the first instance, be the responsibility of Owner and Lessee; in the event Owner and Lessee should fail, refuse or neglect to notify Cleaner, then the Municipality shall notify Cleaner in writing, with a carbon copy to Owner and Lessee that the temporary holding tank needs to be cleaned, who shall then promptly collect the contents of the tank and dispose of same at the Disposal Site, at Owner's and Lessee's expense.
7. Owner and Lessee shall permit the entry on the property by the Municipality's authorized agents and employees for purposes of inspection of the temporary holding tank from time to time as reasonably may be necessary to determine the adequacy of the functioning and cleaning of the tank, and further Owner and Lessee shall permit the entry of the Cleaner, and its agents and employees for purposes of providing the cleaning service, said inspections to occur at least once a year. Owner shall also permit Disposal Site to inspect the holding tank at Owner's site upon request.
8. Disposal Site shall accept delivery of the contents of Owner's and Lessee's holding tank and will dispose of same as permitted by the Sewage Facilities Act of 1966, as amended, and regulations of the Pennsylvania Department of Environmental Resources. Owner and Lessee shall, at their expense, conduct periodic analyses of the contents of the temporary holding tank and provide copies of said reports to Disposal Site and the Municipality.

9. This contract may not be assigned by Owner and Lessee without the express approval and joinder of the Municipality to 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 and substantial compliance with Ordinance No. 2011-06 ORD by the Owner and Lessee (parties of this Agreement) the substituted contract shall supersede the existing contract. Furthermore, Disposal Site reserves the right to terminate this contract upon 30 days' written notice to all parties, if Disposal Site determines that the quality of the temporary holding tank waste is unacceptable.
10. In the event of a conflict of this Agreement and Clinton Township Resolution 2011-06 ORD, the terms of 2011-06 ORD shall supersede this Agreement.
11. Owner and Lessee shall post a bond with the Township in the amount of \$3,000.00. Said bond shall inure to the Township on the occurrence of either or both of the following:
 - a. In the event said temporary holding tank is not maintained according to the terms of this contract, the Township may use said bond to maintain temporary holding tank according to the terms of this contract.
 - b. In the event said temporary holding tank is removed by the Township either by consent of the Owner or as the result of Court action, said bond shall be used by the Township to pay for the cost of said removal and for any legal costs incurred by the Township
12. This Agreement shall be binding upon the parties hereto and their successors, representatives, assigns, executors and administrators.
13. All of the provisions of this Agreement shall not be interpreted for or against any party because that party or party's representative drafted this Agreement in whole or in part.
14. This Agreement constitutes the entire Agreement among the parties hereto and merges herein any and all prior negotiations and agreements.
15. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and all legal actions may only be brought in Butler County, Pennsylvania.
16. If any term, condition, clause or provision of this Agreement shall be determined to be void or invalid at law or for any other reason, then only that term, condition, clause or provision shall be stricken from this Agreement as is held to be void or invalid, and in all other respects, this Agreement shall remain in full force and effect.

17. This Agreement is subject to all provisions set forth in Ordinance 2011-06 ORD, including without limitation all fines and remedies for enforcement.
18. This contract shall become effective on the date it shall have been executed by all parties hereto and be in effect no more than 18 months from effective date.

1. CLINTON TOWNSHIP

Date: _____

Date: _____

2. CLEANER

3. OWNER:

Date: _____

4. OIL AND GAS LESSEE

Date: _____

5. DISPOSAL SITE

Date: _____

Permit No. _____

Effective Date _____

End Date _____