

**SEWER TREATMENT RESERVATION AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between AMITY TOWNSHIP, a township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania with its principal offices located at 2004 Weavertown Road, Douglassville, Pennsylvania 19518 ("Township") and \_\_\_\_\_ ("Owner(s)").

IN CONSIDERATION OF THE SUM OF FOUR THOUSAND Dollars (\$ 4,000.00) from Owner(s), the receipt of which is hereby acknowledged by the Township, specifically with regard and limited to a property Parcel ID# \_\_\_\_\_ situate at \_\_\_\_\_ recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania Deed Book \_\_\_\_\_ Vol \_\_\_\_\_, Owner(s) reserves EDU's of sewer treatment capacity. Owner(s) hereby acknowledges that the reservation is limited and expressly related to the above noted property which must be situate within the Amity Township Act 537 Sewer District and that any reservations provided for herein shall not be subject to transfer to any other property except as may be specifically authorized, approved in advance and in writing, in the sole discretion of the Board of Supervisors of the Township of Amity.

The Owner(s) agrees to permit any agent, servant or employee of the Township of Amity to enter the property described above, during the course of any work performed on said property with reference to the physical connection of the property to the Amity Township Sewage Facilities and during the course of any work performed on the said property or at the completion thereof, and at all times thereafter, for the purposes of inspecting the work as the same may relate to the connection and/or connection through access by the reservation of sewer treatment capacity in the Amity Township Sewage Facilities.

The Owner(s) agrees to pay to the Township of Amity all fees due and owing herewith and in accordance with the Schedule of Fees in effect at the time this Agreement is executed. Owner(s) further understands and acknowledges that this Agreement shall represent the reservation of sewer treatment capacity for \_\_\_\_\_ ( ) EDU's as stated above. It is expressly acknowledged by Owner(s) that the Township is under no obligation to refund any EDU charges reserved by Owner(s) in the event of cancellation of the project herein described,

Owner(s) agree not to commence installation of any connection to the Amity Township Sewer Treatment Facilities until a final plan for subdivision is approved, and/or a single EDU connection is prepared by a licensed, bonded plumber and has been filed with and approved by the Township of Amity.

Owner(s) agree to notify the Township of Amity twenty-four (24) hours in advance of the day of connection to arrange for an inspection. For all subdivision of two lots or more, inspections shall be ongoing as part of the construction process. Owner(s) understands and acknowledges that the Township of Amity shall not be responsible or liable for any action or order by a governmental regulatory agency which affects or requires the limitation of this Agreement or the benefits of the same, and specifically indemnify and hold harmless the Township of Amity in the event that a directive or order by any governmental regulatory authority prohibits or suspends the expansion of an access to the Amity Township Sewage Facilities.

Owner(s) hereby agrees to abide by all terms and provisions of all Rules, Regulations, Specifications and Ordinances of the Township of Amity in the completion of work contemplated by this Agreement and further agree to property safeguard the public during the course of said work. As well as performing the same in accordance with this Agreement, Owner(s) acknowledge that the Township of Amity shall have the right of injunctive relief at Owner(s) expense, including legal fees, to secure any compliance with the Township's Rules, Regulations, Specifications or Ordinances.

Owner(s) hereby acknowledges that they, their successors and assigns, shall at all times hereafter comply with all of the Township's Rules, Regulations, Ordinances and other procedures relating to the use of the sanitary sewer and this sanitary sewer connection, including but not limited to the prohibition of connecting anything to the sanitary sewer system that would generate anything but normal household waste. Further, Owner(s), their successors and assigns do hereby covenant that they will not connect any rain leaders, sump pumps, floor drains or any other connection that would introduce any rainwater or other groundwater into the sanitary sewer system. The Owner(s), their successors and assigns also agree to permit Township employees to inspect the property for which this EDU is assigned at the time of any sale of the property to a subsequent owner to verify that no improper connections exist. Additionally, the Owner(s), their successors and assigns also acknowledge that the Township may inspect the premises for which the EDU is assigned as such other times as the Township may prescribe pursuant to their Rules, Regulations and Ordinances pertaining to the use of the sanitary sewer system.

OWNER \_\_\_\_\_ OWNER \_\_\_\_\_ TOWNSHIP OF AMITY \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_