

**NOCKAMIXON TOWNSHIP**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWNSHIP OF NOCKAMIXON,  
BUCKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER  
168 – SEWERS OF THE CODE OF NOCKAMIXON TOWNSHIP  
TO ADD ARTICLE II, REGULATING THE MANAGEMENT AND  
MAINTENANCE OF INDIVIDUAL AND COMMUNITY SANITARY  
SEWAGE DISPOSAL FACILITIES WITHIN THE TOWNSHIP.**

WHEREAS, the Board of Supervisors of Nockamixon Township has adopted an update of the Township Sewage Facilities Plan (Act 537), and,

WHEREAS, the Sewage Facilities Plan includes adoption of a sewage management program consistent with the requirements of PA Code, Title 25, Chapter 71.73 program for on-lot sewage disposal systems,

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Supervisors of Nockamixon Township, Chapter 168 Article II shall read as follows:

**§168-101. Short Title; Introduction; Purpose**

- A. This Ordinance shall be known as the “Nockamixon Township Sewage Management Ordinance.”
- B. This Ordinance is adopted pursuant to the authority set forth in the Second Class Township Code, the Pennsylvania Clean Streams Law (35 P.S. §§ 699.1 – 699.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966), P.L. 1535, as amended, 35 P.S. §750.1, et seq, also known as Act 537. This Ordinance is also adopted pursuant to the official Sewage Facilities Plan adopted for Nockamixon Township pursuant to Act 537.
- C. This Ordinance is intended to prevent and abate groundwater and surface water pollution and the hazards to public health caused by the improper treatment and disposal of sanitary sewage. This Ordinance is further intended to provide for the inventory and inspection of individual and community sanitary sewage disposal systems within the Township, which said inventory and inspections are designed to provide for the adequate maintenance, management, rehabilitation/repair/replacement and construction of sewage disposal systems; to permit the Township to intervene in events which are public nuisances or hazards to the public health; and, to establish penalties and appeal procedures necessary for the appropriate administration of the Nockamixon Township Sanitary Sewage Disposal System Program.
- D. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**§168-102. Definitions.**

- A. Act 537: The Act of January 4, 1966, P.L. 1535, as amended, 35 P.S. Section 750.1 et. seq. known as the Pennsylvania Sewage Facilities Act.
- B. Evidence of Malfunction:
1. Wet, murky conditions (not resulting from surface water runoff or ponding) in areas designated as the absorption area of an on-lot sanitary sewage disposal system. These conditions are typically accompanied by high grass and/or increased growth in warm, dry months. In the winter, these areas generally do not freeze and the area is typically spongy and soft. Snow does not normally accumulate in these areas.
  2. There is a discharge of effluent directly or indirectly to the surface of the ground through ponding, surface breakout or damp soils above the disposal area or to a surface water of the Commonwealth.
  3. There is backup of sewage into the facility served by the system or any component of the system as a result of an overloaded and/or clogged soil absorption system or cesspool.
  4. The static liquid level in the distribution box is above the level of the outlet invert.
  5. The liquid depth in a cesspool is less than six (6) inches from the inlet pipe invert or the remaining available volume within a cesspool above the liquid depth is less than ½ of one day's design flow.
  6. The septic tank or cesspool requires pumping more than four times a year.
  7. Septic tank and/or the tight tank is cracked or is otherwise structurally unsound, indicating that substantial infiltration or exfiltration is occurring or is imminent.
  8. Indications of previous repairs and/or extensions of the system not permitted by the Bucks County Health Department, and/or evidence of recently placed soil and/or dirt in the vicinity where the absorption area is located.
- C. Alternate Sewage Disposal System: A method of demonstrated on-lot sewage treatment and disposal not described in Section 7 of the Pennsylvania Sewage Facilities Act, which may be permitted by the Pennsylvania Department of Environmental Protection pursuant to Chapter 73, Section 73.72 of the Sewage Facilities Act, as amended.
- D. Authorized Agent: Any representative of the Township authorized by the Board of Supervisors to carry out the provisions of this Ordinance.
- E. BCHD: Bucks County Health Department.
- F. Board: The Board of Supervisors of Nockamixon Township.

- G. Cesspool: A covered pit with open jointed lining which receives sanitary sewage or other organic wastes directly from a building drain or building sanitary sewer. It retains and allows liquid waste to pass through the bottom and sides. This is an antiquated system which predates PADEP standards (Chapter 73, Title 25 PA Code).
- H. Code Enforcement Officer (CEO): An individual employed by the Township to administer and enforce Ordinances in the Township.
- I. Community On-lot Sewage System: A system of piping, tanks or other facilities serving two or more lots and collecting, treating, and disposing of sewage into a soil absorption area or retaining tank located on one or more of the lots or at another site.
- J. Community Sewage System: Any system, whether publicly or privately owned, for the collection of sanitary sewage from two or more lots or two or more equivalent dwelling units, and the treatment and/or disposal of the sewage on one or more lots or at any other site.
- K. Community Sewerage System: A publicly or privately-owned community sewage system which uses a method of sewage collection, conveyance, treatment, and disposal other than renovation in a soil absorption area, or retention in a retaining tank.
- L. Conventional Sewage System: A system employing the use of demonstrated on-lot sewage treatment and disposal technology in a manner specifically recognized by the regulations promulgated under Act 537. The term includes individual and community on-lot sewage systems, including sandmounds.
- M. Department: Department of Environmental Protection of the Commonwealth of Pennsylvania (PADEP).
- O. Equivalent Dwelling Unit (EDU): Equivalent dwelling unit. An amount of sewage equal to the amount usually and typically produced in a single family dwelling unit, in volume, strength, and character. For the purpose of determining the number of lots in a subdivision only as it relates to the determination of planning exemptions and fees for planning module reviews under this chapter, that part of a multiple family dwelling or commercial or industrial establishment with flows equal to 400 gpd. These flow figures are not intended to be used for the calculation of flows for the design of community sewage systems or for the allocation of flows related to community sewage systems. Community sewage system flows for design and permitting purposes shall be calculated using the procedures established in the Department's *Domestic Wastewater Facilities Manual* (DEP-1357).
- P. Experimental Sewage Disposal System: A method of on-lot sewage treatment and disposal not described in the Sewage Facilities Act, which is proposed for the purpose of testing and observation.
- Q. Gray Water: Domestically generated liquid wastes, including kitchen and laundry wastes that do not contain sewage.
- R. Health Department: Bucks County Health Department (BCHD).

- S. Individual On-lot Sewage System: An individual sewage system which uses a system of piping, tanks or other facilities for collecting, treating, and disposing of sewage into a soil absorption area or spray field or by retention in a retaining tank.
- T. Holding Tank: A watertight receptacle that receives and retains sewage and is designed and constructed to facilitate ultimate disposal of the sewage at another site.
- U. Individual Residential Spray Irrigation System (IRSIS): An individual sewage system permitted under Section 7 of the Sewage Facilities Act, which serves a single dwelling and which treats and disposes of sewage utilizing a system of piping, treatment tanks, and soil application through spray irrigation.
- V. Individual Sewage System: A system of piping, tanks, or other facilities serving a single lot and collecting and disposing of sewage, in whole or in part, into the soil or into waters of this Commonwealth, or by means of conveyance to another site for disposal.
- W. Individual Sewerage System: An individual sewage system which uses a method of sewage collection, conveyance, treatment, and disposal other than renovation in a soil absorption area, or retention in a retaining tank.
- X. Licensed Sewage Hauler: A sewage hauler licensed by the Bucks County Department of Health.
- Y. Lot: A part of a subdivision or a parcel of land used as a building site or intended to be used for building purposes, whether immediate or future.
- Z. Maintenance: Those actions required to provide for the long term proper functioning of any sanitary sewage disposal system, including, but not limited to the pumping of septage from a septic tank, cesspool, or dry well and pump tank; cleaning, pumping and/or leveling of a distribution box; removal of trees or growth affecting the operation of an on-lot sanitary sewage disposal system; diversion of surface water away from an on-lot sanitary sewage disposal system; and, reduction of flow from the structure being served (e.g., installation of water conservation devices).
- AA. Malfunction: The condition which occurs when an on-lot sanitary sewage disposal system discharges untreated or inadequately treated sewage onto the surface of the ground, into groundwater, or into surface waters of the Commonwealth. Malfunction also occurs when sanitary sewage backs up into the building connected to the system, or otherwise causes a nuisance or hazard to the public health, pollution of the ground or surface water or contamination of any public and/or private drinking water wells.
- BB. Marginal conditions for Long term On-lot Sewage Disposal: Conditions of a site for use of on-lot sewage disposal facilities, as determined by the Pennsylvania Department of Environmental Protection and/or the Bucks County Department of Health, which may include soil profile examinations which document areas of suitable soil intermixed with areas of unsuitable soils; site evaluation which documents soils generally suitable for elevated sandmounds, with some potential lots with slopes over 12%; site evaluation which documents soils generally suitable

for inground systems, with some potential lots with slopes in excess of 20%; or lot density of more than one EDU/acre.

- CC. Municipal Sewage System: A sanitary sewer system and/or the treatment facility owned, operated, or maintained by a municipality or municipal authority approved by the Department under a permit issued to the Clean Streams Law, 35 P.S. 691.1, et seq., as hereafter amended, supplemented, modified, or reenacted by the General Assembly of Pennsylvania.
- DD. Municipality: Springfield Township, Bucks County, Pennsylvania.
- EE. New System: The installation of an on-lot sewage disposal system on a property where a system does not currently exist, or the installation of a larger on-lot sewage disposal system in conjunction with the expanded use of an existing structure after the effective date of this Ordinance. A new system does not include replacement systems installed on properties with existing on-lot sewage disposal systems where rehabilitation/repair efforts are required to correct an existing malfunction.
- FF. Official Sewage Facilities Act 537 Plan: The plan adopted by the Township and approved by the Pennsylvania Department of Environmental Protection in furtherance of the requirements as set forth in the Pennsylvania Sewage Facilities Act.
- GG. On-Lot Sanitary Sewage Disposal System (OLDS): Individual on-lot sewage systems and community on-lot sewage systems.
- HH. PADEP: Department of Environmental Protection of the Commonwealth of Pennsylvania.
- II. Person: Any individual, company, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the Commonwealth, political subdivision, municipality, district, authority, or any other legal entity whatsoever which is recognized by law as having rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine, the term "person" shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.
- JJ. Pumper/Hauler: Any person, as that term is defined in this Ordinance, who engages in cleaning community or individual sanitary sewage systems and transports the septage removed from these systems for disposal, and, is licensed by the Bucks County Health Department.
- KK. Pumper's Report: Form used by licensed pumper/haulers to report pumping of an on-lot sanitary sewage disposal system.
- LL. Registration Form: Form which shall be made available by the Township for property owners to register their on-lot sanitary sewage disposal system with the Township.
- MM. Rehabilitation or Repair. Work completed pursuant to a permit issued by BCHD to modify, alter, or repair an existing on-lot sanitary sewage disposal system or

individual components thereof, including the enlargement of the total absorption area, provided the flows from the structure being served are unchanged or reduced.

- NN. Replacement Area: An area of a lot or property reserved for the installation of a replacement sanitary sewage system in the event of the malfunction of the originally installed on-lot sewage disposal system.
- OO. Replacement System: An on-lot sanitary sewage disposal system which replaces a previously installed on-lot sanitary sewage disposal system which cannot be repaired or rehabilitated to a condition acceptable to the Bucks County Health Department.
- PP. Septage: The residual scum and sludge pumped from septic systems.
- QQ. Sewage: Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals, and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply, or for recreation, or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as "The Clean Streams Law", as amended.
- RR. Sewage Enforcement Officer (SEO): A person certified by the Pennsylvania Department of Environmental Protection who issues and reviews permit applications and/or conducts such investigations and inspections as are necessary to implement the Sewage Facilities Act (Act 537) and the rules and regulations promulgated thereunder.
- SS. Sewage Facilities: A system of sewage collection, conveyance, treatment, and disposal which will prevent the discharge of untreated or inadequately treated sewage or other waste into Waters of the Commonwealth or otherwise provide for the safe and sanitary treatment and disposal of sewage or other waste.
- TT. Sewage Management Program: A comprehensive set of legal and administrative requirements encompassing the requirements of this Ordinance and other administrative requirements adopted by the Township to effectively enforce and administer the Ordinance, and to implement the Sewage Facilities Plan.
- UU. Small Flow Treatment Facility: An individual or community sewage system design to adequately treat sewage flows not greater than two thousand (2,000) gallons per day for final disposal using a stream discharge or discharge to the surface of the ground.
- VV. Subdivision: The division or re-division of a lot, tract or parcel of land by any means into two (2) or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership or building or lot development; provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten (10) acres, not involving any new street or easement, access, or any residential dwelling, shall be exempted.
- WW. Subdivision, Lot Line Adjustment: A minor subdivision of land resulting in revised property boundaries between two (2) or more existing lots, and not resulting in the creation of any additional lots.

- XX. Subdivision, Major: Any subdivision not classified as a minor subdivision or lot line adjustment.
- YY. Subdivision, Minor – Any division or re-division of a lot, tract or parcel of land by any means into not more than two (2) lots.
- ZZ. Township: Nockamixon Township, Bucks County, Pennsylvania.
- AAA. Waters of the Commonwealth: Any and all rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.
- BBB. Zoning Officer: An individual employed by the Township to administer and enforce the Township Zoning Ordinance.

All definitions included in Act 537 and the Clean Streams Act, as amended, are hereby incorporated by reference into this Ordinance.

**§168-103. Applicability.**

- A. The provisions of this Ordinance shall apply to all existing and proposed individual and community sewage disposal systems within the Township after the effective date of this Ordinance.
- B. All new individual and community sewage systems shall be required to file a Registration Form with the Township prior to the issuance of a Building Permit for the use of the structure being served by the on-lot sanitary sewage disposal system.

**§168-104. Permit Requirements.**

- A. No person shall install, award a contract for construction or construct an individual or community on-lot sewage system, or install, construct, occupy, or use a building or structure to be served by that system without first obtaining a permit from Bucks County Health Department (BCHD) confirming that the system complies with the provisions of the Pennsylvania Sewage Facilities Act, and any and all regulations adopted pursuant to said Act.
- B. A permit must be obtained from the Bucks County Department of Health for alterations or connections to an existing individual or community on-lot sewage disposal system when the alteration or connection requires the repair, replacement or enlargement of a treatment tank or retention tank, or the repair, replacement, disturbance, modification or enlargement of a soil absorption area or spray field, or the soil within or under the soil absorption area or spray field.
- C. No system or structure designed for individual or community sanitary sewage disposal or for rehabilitation, repair and/or replacement to or of an existing sewage disposal system shall be covered from view until final inspection and approval by BCHD.

- F. Applicants for individual or community sanitary sewage disposal system permits shall notify BCHD of the schedule for construction or rehabilitation, repair and/or replacement of the permitted sewage disposal system so the appropriate inspection(s) may be scheduled and performed by the BCHD.
- R. No building permit shall be issued by the Township for a new building which will utilize individual or community sanitary sewage disposal system, until a valid sanitary sewer permit has been obtained from BCHD, and a Registration Form is filed with the Township.
- F. No building permit shall be issued by the Township for any building addition, alteration, or change in use which may result in increased sewage flows until approval of use of the existing sewage system has been received from BCHD. The Township must receive notification by BCHD of all permits issued and final inspections performed in Nockamixon Township.
- G. No occupancy permit shall be issued by the Township for any new building until BCHD has informed the Township that the newly constructed sanitary sewage system has been completed, and has had a final inspection.
- H. Individual or Community Sewage Disposal System permits may only be issued by BCHD or PADEP as applicable.
- I. All new structures served by individual or community sewage systems shall install water conservation devices and fixtures, in compliance with the provisions of the Unified Construction Code.

**§168-105. Right of Entry.**

- A. Authorized persons acting on behalf of the Township shall, upon presentation of proper credentials and identification, be permitted to enter upon the outside of the property that contains an individual or community sanitary sewage disposal system for the purpose of inspecting, observing, photographing, and sampling the sewage disposal system, in accordance with the provisions of this Ordinance.
- B. The Township shall provide advance notice to the property owner of the individual or community sewage disposal system prior to inspection.

**§168-106. Sewage System Maintenance.**

- A. All Sewage Systems shall be pumped out by a licensed sewage hauler selected by the property owner, at least once every two (2) years or whenever inspection reveals that the treatment tanks are filled with solids in excess of 1/3 of the liquid depth of the tank or with scum in excess of 1/3 of the liquid depth of the tank. The two (2) year time period shall begin when the system is approved as complete by BCHD. For systems existing on the effective date of this Ordinance, the two (2) year time period shall begin on the effective date of this Ordinance. Property owner shall provide the Township with a receipt documenting the date on which the septic tank was cleaned within thirty (30) days of the occurrence.

- B. Surface contouring (grades) and other measures consistent with PA Code Title 25, Chapter 73, shall be maintained to divert stormwater away from treatment facilities and absorption areas and protect absorption areas from physical damage.
- C. Sand filters included within IRSIS, SFTF, or other approved sewage system shall also be inspected by the property owner and repaired if necessary at least once every two (2) years.
- D. Where applicable pursuant to Section 168-119.A of this Ordinance, the sewage system shall be maintained in accordance with provisions of the Operation and Maintenance Agreement executed for the system.
- E. Emergency repair or replacement of system components without prior approval/permit from BCHD shall be limited to pumping of a septic tank, tight tank or cesspool as frequently as necessary to prevent backup or breakout.
- F. All emergency repairs other than pumping shall be in accordance with requirements, and where applicable permit approval, from BCHD.
- G. Any non-routine maintenance or repairs required to the system must be reported to the Bucks County Department of Health and Township by the property owner for approval/permit.
- H. Records verifying routine pumping of holding tanks must be submitted to the Township once a year.

**§168-107. Inspections.**

- A. All individual and community sanitary sewage disposal systems regulated by this Ordinance may be inspected by an authorized agent of the Township as established by separate Resolution of the Board of Supervisors. The inspection may include the taking of samples from surface water, wells, or other groundwater sources, and/or the sampling of the contents of the sanitary sewage disposal system. A copy of the report of the inspection shall be furnished to the property owner.
- B. In the event inspection is denied by the property owner, the Township shall be authorized to take such steps as are appropriate to secure access to the property for the purpose of determining compliance with the terms and conditions of this Ordinance. Steps shall include, but not be limited to, the seeking of an administrative search warrant from the appropriate judicial official.

**§168-108. Operation.**

- A. No property owner shall operate and maintain an individual or community sanitary sewage disposal system in such a manner that it malfunctions. No system shall discharge untreated or partially treated sanitary sewage to the surface of the ground or into the Waters of the Commonwealth, as defined herein.
- B. All property owners with gray water discharges to the ground surface shall correct such discharges and route the gray water to the sanitary sewer disposal system. All rerouting and connections of gray water discharge to the sanitary sewage disposal

system shall be in accordance with requirements of BCHD. Gray water discharges are a violation of Section 73.11 of the Pennsylvania Code, Title 25, Environmental Protection, and may also be a violation of Sections 202 and 207 of the Pennsylvania Clean Streams Law, if the discharge is to any Waters of the Commonwealth (as defined herein). All violations shall be referred to BCHD.

**§168-109. Sewage Management Priority.**

- A. All lots, existing or proposed, on which sewage is generated must employ individual or community sewage disposal. The highest priority method of sewage disposal set forth in the following table that can be technically and administratively implemented on the subject property must be utilized for new systems and repair situations. If disposal cannot be provided by higher-ranked method than proposed, the applicant must submit a written explanation of the reasons why the given lot is not suitable for these higher-ranked methods, along with the appropriate supporting data. A decrease in the number of dwelling units, businesses, and/or establishments that could be served by a certain method of sewage disposal upon the subject property shall not constitute a valid reason why a higher ranked method is not utilized in favor of a lower priority method. An applicant must show that the higher rank methods of sewage disposal will not function upon the subject property; and must demonstrate that the proposed system will not degrade surface or groundwater for its intended use for drinking water or wildlife habitat before proposing to employ a lower-ranked method.
- B. Sewage Management Priority Table
1. Individual on-lot sub-surface sewage disposal.
  2. Individual on-lot elevated sandmound.
  3. Individual on-lot residential spray irrigation (IRSIS)/drip irrigation system.
  4. Individual greenhouse system.
  5. Individual on-lot alternate system.
  6. Community on-lot subsurface sewage disposal.
  7. Community on-lot elevated sandmound.
  8. Community on-lot spray irrigation/drip irrigation system.
  9. Individual on-lot A/B soil system (repair only).
  10. Holding tank (residential repair or commercial, institutional, industrial with less than 800 gpd flow).
  11. Small flow treatment facility with stream discharge.
  12. Alternate system or other system not listed above.

**§168-110. System Rehabilitation/Repair/Replacement.**

- A. If BCHD determines that any individual or community sewage disposal system is malfunctioning and, further, if the property abuts or fronts an existing municipal sewer, then BCHD shall require that property be connected to the municipal sewer,

at the property owner's sole cost and expense. Under those circumstances, BCHD will not issue a permit for the repair of a malfunctioning on-lot sewage disposal system.

- B. If any individual or community sewage disposal system is observed to be malfunctioning, the Township will notify BCHD. The Township must be notified by BCHD of all permits issued for repair of the system, and final inspections performed.
- C. Should BCHD indicate that it is not possible to repair or modify the system to comply with PADEP's standards for sewage disposal systems, then the property owner shall be required to have a replacement individual or community sewage disposal system designed for the property. The highest priority method of sewage disposal as listed above shall be utilized for the replacement system. Design shall conform to current regulations as promulgated by the PADEP and these regulations.
- D. BCHD may require the repair/rehabilitation/replacement of any malfunction by the following methods; cleaning, repair or replacement of components of the existing system, adding capacity or otherwise altering or replacing the system's treatment tank, expanding the existing disposal area, replacing the existing disposal area, replacing a gravity distribution system with a pressurized system, and such other alternatives as appropriate for the specific site, including use of reservation areas.
- E. In combination with the remedies delineated by BCHD, the Township encourages installation of water conservation equipment and the institution of water conservation practices in structures served.

**§168-111. Liens.**

- A. The Township, upon written notice from BCHD that an imminent health hazard exists, due to failure of a property owner to maintain, repair/rehabilitate or replace any New System, as regulated under the terms of this Ordinance, shall have the authority to perform or contract to have performed, the work required by BCHD. The property owner shall be charged for the work performed and, if necessary, a lien shall be recorded in accordance with law.
- B. The Township shall not, however, be obligated to perform or contract to have performed any work required to maintain, repair, rehabilitate or replace any on-lot sanitary sewage system.

**§168-112. Disposal of Septage.**

- A. All septage pumper/haulers operating within the Township shall be licensed by BCHD/PADEP, as applicable.
- B. All septage originating within the Township shall be disposed of at sites or facilities approved by PADEP.
- C. Septage shall be handled consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S., Sections 6018.101-6018.1003), and Regulations adopted pursuant to such ACT.

**§168-113. In Ground, Drip Irrigation, and Sand Mounds Sewage Systems.**

- A. The owner of a property that utilizes a drip irrigation or sandmound systems shall comply with the following:
  - 1. Construct and maintain the system in conformance with this Ordinance and any other Ordinance of the Township, the Sewage Facilities Act, the rules and regulations of the BCDH and PADEP, and all applicable regulations and statutes of the Commonwealth of Pennsylvania.
  - 2. For other than an in ground sewage system, execute an agreement with the Township to hold the Township harmless in the event of a claim against the Township arising from the operation and maintenance of the system, and furthermore, pay a nonrefundable fee to the Township for Township costs of administration, compliance monitoring, and enforcement of this Ordinance.
- B. Design requirements:
  - 1. The seepage bed of the primary sewage system including toe of slope of sandmound sewage bed, shall not encroach within the required front, side, and rear yard setback designated by the Township Zoning Ordinance, except in the case of repair of an existing system.
  - 2. No portion of the Sewage Facilities Act setback requirements for the system may be located on any lot or property other than the parcel containing that system.
- C. No livestock of any type or equipment heavier than a common riding mower/garden tractor shall be allowed upon the absorption area of any sewage system.
- D. Replacement seepage beds are required to be identified and shall be in accordance with Section 168-118 of this Ordinance.

**§168-114. Individual Residential Spray Irrigation Systems (IRSIS).**

- A. The owner of a property utilizing an Individual Spray Irrigation System (IRSIS) shall:
  - 1. Construct and maintain the system in conformance with this and any other, applicable ordinance of the Township, the act and rules and regulations of the Bucks County Department of Health and Pennsylvania Department of Environmental Protection, and all applicable statutes of the Commonwealth of Pennsylvania.
  - 2. Execute an agreement with the Township to hold the Township harmless in the event of a claim against the Township arising from the operation and maintenance of the system, and furthermore, pay a nonrefundable fee to the Township for Township costs of administration, compliance monitoring, and enforcement of this Ordinance.

B. Design requirements:

1. The wetted perimeter of the primary spray field shall not encroach within the required minimum front, side, or rear yard setback designated by the Township Zoning Ordinance, except in the case of a repair of an existing system.
2. No portion of the Sewage Facilities Act setback requirements for an IRSIS serving a lot created by subdivision after the effective date of this Ordinance, may be located on any lot or property other than the parcel containing the IRSIS.
3. No portion of the sewage system may encroach within a floodplain, riparian buffer, or wetland.
4. Buffering:
  - a. Whenever the wetted perimeter of the spray irrigation field is located within 100 feet, but not less than 50 feet, of a property boundary, buffering shall include a minimum of one evergreen tree per 30 feet, and one canopy tree per 40 feet arranged along and within 25 feet of the property boundary.
  - b. Whenever the wetted perimeter of the spray irrigation field is located within 50 feet of the property boundary, buffering shall include a minimum of one evergreen tree per 20 feet arranged along and within 25 feet of the property boundary.
  - c. Buffer plant material shall conform to requirements of Section 196-515 of the Subdivision and Land Development Ordinance, as amended.
  - d. Where natural features/vegetation exist on the site, which duplicate, or essentially duplicate, requirements for buffering, buffer requirements may be waived by the Board of Supervisors.
5. Spray irrigation of the treated effluent shall be permitted only between the hours of 11:00 PM to 5:00 AM.
6. Replacement spray field area is required to be identified and shall be in accordance with Section 168-118 of this ordinance.

**§168-115. Small Flow Treatment Facilities (SFTF).**

A. The owner of a property that utilizes a small flow treatment facility shall:

1. Construct and maintain the system in conformance with this and any other, applicable ordinance of the Township, the Act, and the rules and regulations of the Bucks County Department of Health, and the Pennsylvania Department of Environmental Protection, and all applicable statutes of the Commonwealth of Pennsylvania.
2. Execute an agreement with the Township to hold the Township harmless in the event of a claim against the Township arising from the operation and

maintenance of the system, and furthermore, pay a nonrefundable fee to the Township for Township cost of administration, compliance monitoring, and enforcement of this Ordinance.

- B. No component of a SFTF, including discharge line, may be located on any lot or property other than the parcel containing the facility.
- C. If municipal sewer service becomes available for a property utilizing a small flow treatment facility, each and every owner of such property shall be required to make the necessary connection to the abutting or adjoining sewer lines. Small flow treatment facility must be disconnected and disposed of in accordance with applicable Pennsylvania Department of Environmental Protection and the Bucks County Department of Health rules and regulations.

**§168-116. Alternate and Experimental Systems.**

- A. The owner of a property that utilizes an alternate system shall comply with the following:
  - 1. Construct and maintain the system in conformance with this Ordinance and any other Ordinance of the Township, the Sewage Facilities Act, the rules and regulations of the BCDH and PADEP, and all applicable regulations and statutes of the Commonwealth of Pennsylvania.
  - 2. Execute an agreement with the Township to hold the Township harmless in the event of a claim against the Township arising from the operation and maintenance of the system, and furthermore, pay a nonrefundable fee to the Township for Township cost of administration, compliance monitoring, and enforcement of this Ordinance.
- B. Replacement areas are required to be identified and shall be in accordance with Section 168-118 of this Ordinance.

**§168-117. Community Sewage Systems.**

- A. All community sewage systems shall comply with the following, along with any specific requirements of the sewage system type listed in the above sections:
  - 1. Construct and maintain the system in conformance with this Ordinance and any other Ordinance of the Township, the Sewage Facilities Act, the rules and regulations of the BCDH and PADEP, and all applicable regulations and statutes of the Commonwealth of Pennsylvania.
  - 2. Execute an agreement with the Township to hold the Township harmless in the event of a claim against the Township arising from the operation and maintenance of the system, and furthermore, pay a nonrefundable fee to the Township for its cost of administration, future compliance monitoring, and enforcement of this Ordinance.
  - 3. The seepage bed(s) (including toe of sandmound slope) or the wetted perimeter of a spray field shall not encroach within the required minimum front,

side, or rear yard setback designated by the Township Zoning Ordinance or within fifty (50) feet of a property boundary, whichever setback distance is greater.

4. No portion of the Sewage Facilities Act setback requirements for the appropriate system may be located on any lot or property other than the lot containing the system.
  5. Buffering. All community sewage systems shall be buffered as follows:
    - a. A minimum of one (1) evergreen tree per twenty (20) feet, one (1) canopy tree per forty (40) feet, and one shrub per six (6) feet arranged along and within twenty-five (25) feet of the property boundary.
    - b. A fence at least six (6) feet in height of material approved by the Township installed along the entire length of the property line behind the above listed buffer plants.
    - c. Buffer plant materials shall conform to the requirements of the Township's Subdivision and Land Development Ordinance.
    - d. Where full grown trees exist on the site which duplicates the requirements for buffering, the buffering requirements of this Ordinance may be waived by the Township Board of Supervisors.
  6. No livestock of any type or equipment heavier than a common riding mower/garden tractor shall be allowed upon the absorption area of any community sewage system.
- B. Replacement sewage disposal area is required and shall be in accordance with Section 168-118 of this Ordinance.

**§168-118. Replacement Areas.**

- A. Where replacement sewage disposal areas are required by the Zoning Ordinance or this Ordinance, the following requirements shall be met:
1. Any proposed replacement area shall comply with this Ordinance, any other Township Ordinance, the Sewage Facilities Act, the rules and regulations of the BCDH and PADEP, and all applicable regulations and statutes of the Commonwealth of Pennsylvania, including, but not limited to, isolation distances.
  2. Allowance of open land for the replacement area, without the performance of appropriate soil testing to verify suitability of the land for a replacement area, shall not constitute compliance with the requirements of this section.
  3. Every replacement area shall be protected by a deed restriction or recorded easement that contains the following restrictions:

- a. No grading or other improvements, whether permanent or temporary, shall be permitted upon or within the replacement area.
- b. No permanent or temporary alterations, grading, excavation, stockpiling of any soil or any other material shall take place on or in the replacement area.
- c. During any construction or other activities, the replacement area shall be marked and blocked off by construction fencing to prevent equipment with greater wheel loadings than a common riding mower/garden tractor from traveling over or operating upon the surface of the replacement area.
- d. The final cover or improvement to every replacement area shall be limited to shallow rooted plant material.
- e. Replacement area shall be protected from livestock pasture/grazing.

B. Identification of replacement area.

- 1. Any applicant who proposes to install an individual or community sewage system shall demonstrate to the satisfaction of the Township that a suitable replacement area exists on the same lot as the proposed sewage system. The Township or BCDH shall observe all tests required to identify the proper location for the replacement area.
- 2. The location of the replacement area, as confirmed by the Township, shall be identified on the plot plans and diagrams submitted as part of any permit, subdivision, land development, or planning module application.
- 3. Replacement areas for sewage systems with front, side, and rear yard setbacks as established by the Zoning Ordinance; however, must be consistent with environmental protection standards of the Zoning Ordinance.
- 4. Any revisions to a permit or plan affecting a previously approved replacement area shall be reviewed for approval by the Township Board of Supervisors or its authorized representative.
- 5. If a replacement area has been already identified upon a lot or parcel, an applicant may attempt to identify, to the Township's satisfaction, an alternate replacement area upon the lot or parcel. This alternate replacement area shall comply with this Ordinance. Once an alternate replacement area is identified, this alternate replacement area may be considered as such for the purposes of this Ordinance, so long as it meets all the requirements and protections of this Ordinance.

C. Subdivision/Land Development Restrictions.

- 1. All applications for subdivision or land development shall provide for a replacement area(s) upon its plan(s) and shall place a note upon the approved record plans stating that no improvements shall be constructed upon and no alterations shall be made to any replacement area. The applicant shall also execute and record new or corrected deeds for each lot created by or a part of

the subdivision or land development that contain language protecting the replacement area within the lots boundaries.

2. The subdivision/land development plan shall also note and specifically require the replacement area be marked and physically blocked off to prevent equipment with greater wheel loadings than a common riding mower/garden tractor from traveling over or operating upon the surface of the replacement area. The plan shall require the final cover or improvement to every replacement area to be limited to shallow rooted plant matter.

**§168-119. Sewage Maintenance Agreements; Fees.**

- A. All owners of property or persons who propose utilizing an individual spray irrigation system, small flow treatment facility, community on-lot sewage disposal facility, alternate or experimental sewage disposal facility, or sewage disposal facility on sites containing marginal conditions for on-lot sewage disposal, shall execute a sewage facilities Operation and Maintenance Agreement with the Township. The agreement shall provide for deposit of a nonrefundable fee to the Township for administration and future compliance monitoring; and shall further provide for sufficient financial security to guarantee the proper operation and maintenance of the proposed facility in accordance with the Act, which may include cash, Letter of Credit, or other Township approved financial security. The minimum amount of financial security to guarantee the proper operation and maintenance of the proposed facility shall be \$1,500.00, for each lot or parcel having the requirement for execution of a sewage facilities Operation and Maintenance Agreement; with the amount of financial security subject to revision by the Township from time to time by adoption of a Resolution of the Board of Supervisors.
- B. Prior to execution of an Operation and Maintenance Agreement by the Township, the property owner shall accomplish the following items:
  1. Applicant shall obtain verification from the Bucks County Department of Health indicating that the site is generally suitable for installation of an on-lot sewage disposal facility as proposed.
  2. Three copies of the site plan and design of the proposed sewage disposal system shall be filed with the Township, unless the property is subject of a subdivision or land development plan currently being processed by the Township.
  3. Any additional information, such as information on size, location, or as otherwise required by the Township, shall be submitted to the Township for review.
  4. A fee in an amount established by separate resolution of the Board of Supervisors, as amended from time to time, shall be paid to the Township for review of submitted documentation, and preparation of the Operation and Maintenance Agreement.
  5. Applicant shall deposit financial security as required by the Operation and Maintenance Agreement, to be held by the Township and used only in the event that the Township is required to perform any services, or pay for any services, relative to administering terms of the Operation and Maintenance

Agreement. Financial security amount for community sewage systems shall be established by the Township based on the size of the system and an estimate of annual operation and maintenance costs submitted by the design engineer and approved by the Township.

**§168-120. Administration.**

- A. The Township shall be authorized to exercise the powers conferred upon it pursuant to the terms and conditions of this Ordinance or any other applicable laws of the County, State and Federal government.
- B. The Board of Supervisors may establish a fee, by resolution, the purpose of which is to defray the cost of inspections and other aspects of the sewage management program as set forth in this Ordinance.

**§168-121. Appeals.**

- A. Any property owner aggrieved by the written decision of a Township employee or other authorized agent of the Township pursuant to this Ordinance may appeal the decision by written notification to the Board of Supervisors, provided that the Appeal notification shall be filed within thirty (30) days from the date of the decision at issue.
- B. The property owner and/or person filing an Appeal shall be entitled to a hearing before the Board of Supervisors, or its designee, within thirty (30) days of receipt of the Appeal. Either party, by good cause shown, may extend the time for a hearing but a decision shall be left to the discretion of the Board of Supervisors, or its designee. A hearing shall be conducted in accordance with the provisions of the Pennsylvania Local Agency Act and a decision shall be rendered, in writing, within forty five (45) days of the conclusion of the hearing and all proceedings related thereto. If the Board of Supervisors or its designee shall fail to render a decision within forty five (45) days following the conclusion of all proceedings related to the hearing, then the relief sought by the property owner and/or person filing the appeal shall be deemed granted. Any property owner and/or person aggrieved by a decision of the Board of Supervisors or its designee may, within thirty (30) days after such decision of the Board, file an appeal to the Court of Common Pleas of Bucks County.

**§168-122. Penalties.**

- A. Any property owner and/or person who has violated or permitted the violation of the provisions of this Ordinance, upon being found liable therefore in a civil enforcement proceeding commenced by the Township, shall pay a judgment of not more than \$500.00 plus all court costs, including reasonable attorney's fees incurred by the Township as a result thereof. No judgment shall commence or be imposed, levied or payable until the date of the determination of the violation by the District Justice. If the responsible party neither pays judgment nor files a timely appeal, the Township may enforce the judgment pursuant to the applicable Rules of Civil Procedure. Each day that a violation continues shall constitute a separate violation. All judgments, costs and reasonable attorney's fees collected for the violation of this Ordinance shall be paid over to the Township.

- B. In addition to the rights as set forth in this paragraph, the Township may take such other rights as are available to it to enforce the provisions of this Ordinance including resort to the courts of equity to seek compliance with the provisions of this Ordinance.

**§168-123. Severability.**

Should any section of this Ordinance or part thereof be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the balance of the Ordinance since it was the intent of the Board of Supervisors that said Ordinance would have been adopted even if such invalid provision had not been included.

This Ordinance was duly ORDAINED and ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010. This Ordinance shall take effect in five (5) days.

NOCKAMIXON TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Nancy Janyszeski, Chairwoman

\_\_\_\_\_  
Bruce G. Keyser, Vice Chairperson

\_\_\_\_\_  
Albert Santopietro, Member

\_\_\_\_\_  
Carl Banck, Member

\_\_\_\_\_  
William Sadow, Member

PREPARED BY: Jordan B. Yeager, Esquire  
Curtin & Heefner, LLP  
1980 South Easton Road  
Suite 220  
Doylestown, PA 18901  
215-898-0570

RETURN TO: Jordan B. Yeager, Esquire  
Curtin & Heefner, LLP  
1980 South Easton Road  
Suite 220  
Doylestown, PA 18901  
215-898-0570

CPN# 30-15-11-4

**OPERATION AND MAINTENANCE AGREEMENT**

**ON-LOT SEWAGE DISPOSAL AND TREATMENT SYSTEM  
FOR TAX MAP PARCEL NO(s) NOW OR FORMERLY 30-15-11-4  
NOCKAMIXON TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA**

This **OPERATION AND MAINTENANCE AGREEMENT** (the "Agreement") is made this 30<sup>th</sup> day of December, 2008, by and between **NOCKAMIXON TOWNSHIP**, 589 Lake Warren Road, P.O. Box 100, Ferndale, Bucks County, Pennsylvania 18921, its successors and assigns (collectively the "Township"); and **Richard Louis Fenn and Mary Lou Ann Fenn, Trustees of the Richard and Mary Lou Ann Fenn Revocable Living Trust**, adult individuals with a principal mailing address of 496 Quarry Road, Ottsville, PA 18942, his heirs, successors and assigns (collectively the "Owner").

**BACKGROUND:**

A. Owner is the legal owner of a certain tract of land comprising approximately 14.298 gross acres (14.021 net acres), more or less, located on Quarry Road, in Nockamixon Township, Bucks County, Pennsylvania, identified now or formerly as Bucks County Tax Map Parcel No. 30-15-11-4 (the "Property").

B. The word "Owner" shall mean each successive owner of the Property and each Property owner shall be bound by the terms and provisions of this Agreement. The word "Owner" as used in this Agreement shall be construed to mean "Owners" in all cases where there is more than one owner (and in such case the liability of such owners shall be joint and several), and the necessary grammatical changes required to make the provisions hereof apply to corporations,

partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

C. Township has approved final subdivision plans submitted by Owner to subdivide the Property into two (2) residential building lots (the "Subdivision"). The final plan of subdivision consists of five (5) sheets prepared by Urwiler & Walter, Inc., dated April 1, 2008, last revised (the "Plans"). The Plans are recorded in the Office of the Recorder of Deeds of Bucks County in Plan Book, at Page

D. The Owner proposes that the sewage disposal and treatment needs of Lot 1 of the Subdivision be met by an individual on-lot sewage disposal system which currently exists on the Property. This Agreement covers the operation and maintenance of the proposed on-lot sewage disposal system on Lot 1 in the Subdivision. The on-lot sewage disposal system, whether primary or reserve, is known as a "System." The area of the System is more specifically described in **Exhibit "A"** attached hereto and incorporated herein.

E. Applicable Pennsylvania, Bucks County and Township law, rules and regulations, including but not limited to technical guidance documents promulgated by any of the foregoing (collectively the "Codes") authorize and require that municipalities, prior to the issuance of a permit for the System by the Bucks County Department of Health (the "BCDH"), take action to ensure compliance with the operation and management requirements for the System prescribed by the Pennsylvania Department of Environmental Protection (the "DEP"), for the operation and maintenance for the life of the System.

F. The Township is willing to allow the System to remain upon the Property provided that the Owner agrees to operate and maintain the System upon certain terms and conditions more particularly set forth in this Agreement.

G. This Agreement is entered into by and between the Owner and the Township for the purpose of assuring the long-term operation and maintenance of the System proposed by the Owner.

H. The Owner agrees to operate and maintain the System proposed for the Property upon the terms and conditions more particularly set forth in this Agreement.

I. This Agreement is to be binding upon the Owner, Owner's heirs, administrators, executors, successors, and assigns, including the Owner's successor in title, it being the express

understanding of the parties that any and all duties and obligations of the Owner with respect to the operation of the System set forth in this Agreement also "run with the land" and remain that obligation of the Owner's successors in title of the Property.

**NOW THEREFORE**, for and in consideration of the covenants and conditions contained herein, the Owner and the Township agree as follows:

**A. ESCROW.**

1. Prior to recording the record Plans, the Owner shall deposit with the Township IN ESCROW in cash or certified funds only, the amount of **Five Hundred and 00/100 Dollars** (\$500.00), to be used to secure the performance of the obligations contained in the Codes and as set forth in this Agreement.

2. The escrow funds shall be deposited by the Township in an interest-bearing escrow account and the interest thereon shall be paid to the Township to offset the costs of administering this Agreement.

3. The Township shall have the right to apply the respective escrow principal, together with any interest accruing thereon, to pay inspection, engineering, or consulting fees or any costs or repair the System or the cost of hauling any waste, incurred by the Township in the case of default by the Owner of any of the provisions of this Agreement.

4. The escrow funds shall be held and maintained by the Township for the life of the System. At such time as the System no longer services the Property and the System has been shut down in accordance with regulations of DEP then in effect, the Township shall refund the balance of escrow funds then held on deposit to the then record owner of the Property. However, if the System is shut down because the Property it services is being connected to a public sewer system, the balance in the escrow account shall be applied to the connection fees for connecting the Property to the public sewer system with the balance, if any, thereafter returned to the then owner of the Property at that time.

5. In the event that the specific escrow balance for the System falls below One Hundred and 00/100 Dollars (\$100.00), the Owner agrees, upon written request by the Township, to replenish the escrow account to the full amount of Five Hundred and 00/100 Dollars (\$500.00) for the System in the Subdivision within ten (10) calendar days of such request.

**B. OWNER'S CONTINUING OBLIGATIONS.**

**1. Inspections, testing and repairs.**

a. The System shall be operated and maintained by the Owner, in accordance with the Codes and any interim or permanent rules and regulations established by the DEP, the BCDH, the BCCD and/or the Township.

b. The Owner shall submit to the Township for review an Operation and Maintenance Manual for the System in form satisfactory to the Township summarizing the operation and maintenance requirements of the System. A set of plans for the System shall be submitted to the Township with the Operation and Maintenance Manual. Township may require additional design and construction specifications, including without limitation outside monitoring and/or controls, that are consistent with the Codes and any interim or permanent rules and regulations established by DEP, BCDH, BCCD and/or the Township.

c. The Owner agrees to provide access to the Property to the Township, DEP and/or BCDH to inspect the System and ensure the System and all components are working properly. Township, DEP and/or BCDH may inspect during normal business hours for routine inspections and at any time for emergencies.

d. Owner shall operate and maintain the System under the general and specific parameters for the System as set forth in this Agreement and the Operation and Maintenance Manual specific to the components of the System.

e. If any inspection indicates a repair, revision, or modification of any component part or all of the System is required to bring the System into compliance with DEP regulations, any and all repairs and/or replacements shall be made within thirty (30) days of the date of the inspection evidencing a need for the repairs and/or replacements. The Owner further agrees to pay all costs of such repair, replacement and/or additional maintenance. Copies of the invoices, reports or other documents of the repairs and/or replacements and amended or revised drawings detailing any revision or modification and a certification that the repairs and/or replacements have been made in accordance with DEP regulations shall be retained by the Owner and filed with the Township and the BCDH within fourteen (14) days of any and all repairs and/or replacements.

f. The Township shall have the right to inspect the System on an annual basis or at any other time as deemed reasonable to ensure a pollution free System operation. If the Owner fails to comply with the recommendations of the Township, BCDH and DEP with respect to any repair, revision, or modification of any component part or all of the System, the Township shall have the right to enter upon the Property, conduct an inspection and/or testing, and/or perform any repair, revision, or modification with respect to the System, all of which shall be made at the cost and expense of the Owner. So long as an emergency situation does not exist, prior to entering upon the Property and conducting its own inspection or performing any testing repair, revision, or modification, the Township shall provide the Owner five (5) calendar days advance written notice of its inspection to enter upon the Property for any of these purposes. The Owner shall have the right to comply with the terms of this Agreement within that five (5) day period.

2. **Pumping.**

a. The Owner shall have each tank of the System pumped of excess sludge and/or scum by a sewage hauler licensed and approved by BCDH at least one (1) time every three (3) years beginning on the third (3<sup>rd</sup>) anniversary of the recording date of this Agreement; and shall provide the Township and BCDH with a receipt indicating the name of hauler and the date each tank was pumped.

b. Regardless of the date of the last pumping, whenever inspection of any tank reveals the presence of sludge and/or scum in excess of 1/3 of the liquid depth of any tank or whenever BCDH directs that any tank needs to be pumped, the Owner shall promptly have the tank pumped of excess sludge and/or scum by a sewage hauler licensed and approved by BCDH and shall provide the Township and BCDH with a receipt documenting the name of hauler and the date the tank was pumped within thirty (30) days after the date on which the tank was pumped.

c. In the event that the Owner fails to submit to the Township, at the time it is due, any required receipt evidencing that any tank was pumped, the Owner agrees to pay the Township a fine in an amount set by Resolution of the Township for each month or portion of each month after which the required receipt was due and continuing until a proper receipt is provided to the Township.

3. **Owner's Responsibility.**

a. Following installation, absent express prior approval from Township and BCDH, unless otherwise permitted by this Agreement, the System and all areas appurtenant thereto shall be one hundred percent (100%) protected against any alteration, grading, regrading, disturbance or modifications. Further, the grazing of livestock is prohibited on the System and the areas appurtenant thereto.

b. The Owner shall provide an adequate supply of electrical power with the proper phase, frequency, and voltage as recommended by the equipment manufacturers of the various components of the System.

c. The Owner agrees not to plant trees or shrubs in any absorption area or to otherwise excavate or damage the absorption area. The Owner also agrees to protect all absorption area(s) from vehicle traffic and to protect all absorption area(s) and System components from stormwater runoff from roof gutters and downspouts, driveways, swales and sump pump discharges.

d. The Owner agrees not to build any structures, including swimming pools and sprinkler systems, on or within ten (10) feet above or to the side of the System.

e. The Owner agrees to use water conservation devices (including such as low flow toilets, showerheads, dishwashers, and clothes washers) and to promptly repair any leaking plumbing fixtures.

f. The Owner agrees not to introduce into the System harmful chemicals (including without limitation oils and grease, gasoline, antifreeze, pesticides, paints and thinners, industrial soaps and detergents, harsh drain and toilet bowl cleaners) and clogging bulky items (including without limitation sanitary napkins, diapers, paper towels, cigarette filters, cat litter, plastics, egg shells, bones, coffee grounds.) The Owner shall not connect a garbage disposal or any similar device to the System.

g. The Owner agrees that all grading and building permit plans for construction activities on this lot shall provide for positive drainage away from the System.

4. **Owner's Responsibility at Change of Ownership.**

a. In the event of change of ownership of the Property, the Owner

shall review the operation and maintenance of the System located on the Property with the prospective owner before settlement and provide the prospective owner with a complete copy of this Agreement, the Operation and Maintenance Manual and all inspection reports, and all maintenance and monitoring requirements regarding the System and procure the prospective owner's written acknowledgment of receipt of the same at settlement.

b. In the event of change of ownership of the Property, the Owner shall, within fourteen (14) calendar days of the change of ownership, notify the Township by letter of the name and address of the new owner. Upon receipt of such letter by the Township, Owner shall be released from any further obligations arising under this Agreement, except as to any violations which occurred during Owner's ownership of the Property.

**C. INOPERABILITY OR NONCOMPLIANCE OF SYSTEM.**

1. During any period of time when the System is inoperable and/or incapable of treating the discharged effluent so as to meet and/or exceed DEP and/or BCDH standards, the Owner shall make arrangements to remove the effluent and arrange for its appropriate disposition at a properly certified and licensed sewage disposal facility.

2. The Owner shall, upon request of the Township, provide an agreement with a hauler providing for the removal of effluent. The Owner agrees to continue hauling effluent until such time as the Township Engineer or BCDH has properly certified the System as being operable.

3. In the event the Owner shall fail to make the necessary arrangements for the removal of the effluent, the Township and/or BCDH shall have the right, within 48 hours following the deposit of written notice to the Owner into first-class mail or delivering or posting written notice to or on the Property, to enter upon the Property and cause the effluent to be removed.

**D. AGREEMENT AND RECORDING FEES.** The Owner agrees to reimburse the Township for legal costs incurred by the Township in preparing this Agreement and in recording this Agreement in the Office of the Recorder of Deeds of Bucks County.

**E. FINANCIAL RESPONSIBILITY.** It is understood and agreed that in the event the Owner shall fail to pay fines as provided in this Agreement or any costs incurred by the Township, or its designee, for inspections, repairs, and/or replacement of the System or its component parts or in the removal of effluents in accordance with the terms of this Agreement,

shall be recoverable by the Township from the Owner. In the event the Owner fails to pay the Township for such costs or expense, then the Township shall have the right to: (a) withdraw the amount of such costs from the Escrow established pursuant to paragraph A(1) hereof; (b) sue the Owner in a civil action for reimbursement of its costs; and/or (c) cause a municipal claim and/or lien to be placed on the Property in the manner provided by law in the amount of the expense or both, and to collect such claim/lien as provided by law.

**F. ENFORCEMENT.**

1. The Township shall have the right and the obligation to enforce this Agreement and to bring an action to abate any measure resulting from the operation of the System and to exercise such other powers reasonably available to the Township. It is expected that the BCDH will oversee and enforce regulations concerning sewage discharges that are nuisances and health hazards.

2. The Owner agrees to reimburse the Township for all reasonable costs incurred in the enforcement of this Agreement including court costs, engineering, legal and administrative fees and costs.

**G. RECORDING OF AGREEMENT AND OBLIGATIONS OF SUCCESSORS.**

1. This Agreement shall be recorded by the Township in the Office of the Recorder of Deeds in the County of Bucks, Pennsylvania.

2. This Agreement shall be binding upon the Owner, Owner's heirs, administrators, executors, successors, and assigns, including the Owner's successor in title, it being the express understanding of the parties that any and all duties and obligations of the Owner with respect to the operation of the System set forth in this Agreement also "run with the land" and remain that obligation of the Owner's successors in title as to the System that is located on the Property.

**H. NOTICE.** Any notice required by the terms of this Agreement shall be sufficient if sent to the Owner's last known address by first-class mail. The Owner has the obligation to forward Township any and all address and/or ownership changes; and Township shall not be responsible for failure to give notice should Owner not provide Township with the appropriate address information.

**I. INDEMNITY; DUTY TO DEFEND.**

1. Owner shall at times defend and hold the Township, or its designee, harmless from any claims, suits, legal expenses or judgments which may arise from, or are in any way connected with, the operation, maintenance or repair of the System described herein including, but not limited to, claims related to the failure of the System to properly function, the performance of any inspections by the Township, or its designee, the determination of any work required to be performed to maintain, repair or replace components of the System, and/or the adequacy of any repair or maintenance of the System. The indemnification provided for herein shall extend to claims by Owner as well as claims by third parties. The indemnification is such that the Owner shall have no cause of actions against the Township, or its designee, or against officials and employees of same arising out of the obligations set forth herein or any claim that the Township, or its designee, has failed to properly perform obligations set forth herein.

2. As to claims by third parties, the aforesaid indemnification shall be conditioned upon notification of the Owner by the Township or its designee, within thirty (30) days of receipt of a claim and/or suit. The Owner shall have the duty to defend the Township and its designee, its officials and employees against any claim or suit made by any third party which alleges any claim arising from or in any way connected with, the approval, inspection, operation, maintenance and/or repair of the System.

3. In the event the Owner fails to undertake the defense of the Township, and/or its designee, as the case may be, as to any such claim and any such entity or person is required to enter upon its own defense, the Owner shall reimburse such person or entity for any expenses it or they may incur, including legal fees, engineering fees and other expert witness fees and shall pay any judgment rendered against the Township, or its designee, its officials and employees as a result of such suit. As to damages alleged to have been caused to any third party by reason of approval of the inspection, operation, maintenance or repair of the System, the Owner shall have the right and option to join the Township and/or its designee in the defense and/or compromise of such claim. In the event the Owner fails to pay the costs, legal fees, other expenses or damages as herein provided and the Township and/or its designee, is required to pay same, such entity shall have the right to recover the monies it has expended: (a) by withdrawing the amount of the costs from the Escrow provided in section I hereof; (b) by suing the Owner in a civil action; and/or (c) by causing a municipal claim and/or lien to be placed on the Property in

the manner provided by law in an amount equal to the sums required to be expended.

**J. MISCELLANEOUS.**

1. **Other Ordinances.** It is expressly understood and agreed that nothing contained herein shall be construed to waive or affect or alter any requirements of the Zoning, Building, Land Development or Subdivision Ordinances or other Ordinances of the Township and nothing contained herein empowers any Township officer or employee to waive any requirements of such Ordinances.

2. **Captions.** The captions in this Agreement are intended solely to facilitate the reading of, and reference to, the sections and provisions of this Agreement; such captions shall not affect the meaning or interpretation of this Agreement.

3. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

4. **Jurisdiction.** Owner agrees to submit to the jurisdiction of the Court of Common Pleas of Bucks County in the event Township institutes a suit and Owner agrees not to contest jurisdiction of the Court of Common Pleas of Bucks County for any reason.

5. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and Owner and Township may become a party hereto by executing a counterpart of this Agreement.

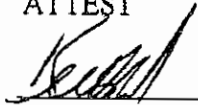
6. **Interpretation.** Owner agrees that this Agreement is the result of negotiations between Township and Owner and that if an ambiguity or ambiguities should be claimed by either Owner or Township or a Court of competent jurisdiction should determine that an ambiguity or ambiguities exist, such ambiguity or ambiguities shall be resolved without resorting to the principle of construing any ambiguity or ambiguities against the party who prepared the Agreement.

7. **Entire Agreement; Amendment.** This document contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

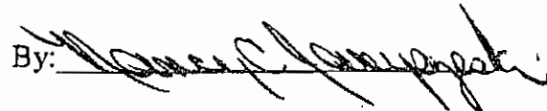
8. **Severability.** In the event any term, provision or clause of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

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

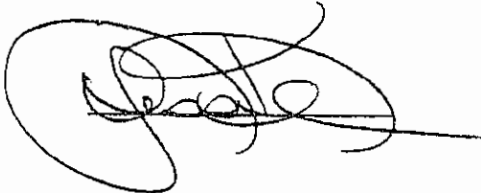
ATTEST

  
\_\_\_\_\_

NOCKAMIXON TOWNSHIP

By:   
\_\_\_\_\_

WITNESS

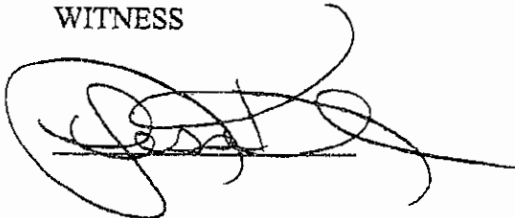
  
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OWNER

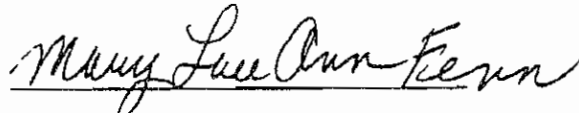
  
\_\_\_\_\_

Richard Louis Fenn, Trustee of the Richard and Mary Lou Ann Fenn, Revocable Living Trust

WITNESS

  
\_\_\_\_\_

OWNER

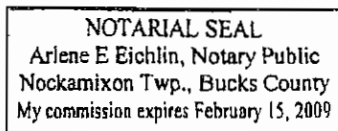
  
\_\_\_\_\_

Mary Lou Ann Fenn, Trustee of the Richard and Mary Lou Ann Fenn, Revocable Living Trust

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF BUCKS :

On this 20th day of January, 2009, before me, the undersigned officer, personally appeared Nancy C. Gonyzowski, known to me or proven to be the person who executed the above instrument, and who acknowledged himself/herself to be the Chairman of the Nockamixon Township Board of Supervisors, and that he/she, as such Chairman, being authorized so to do by the Board of Supervisors, executed the foregoing Agreement for the purposes therein contained by signing the name of said Board of Supervisors by himself/herself as such Chairman.

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

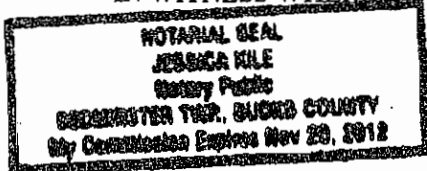


Arlene E. Eichlin (SEAL)  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Bucks : SS

On this 30th day of December, 2008, before me, the undersigned officer, personally appeared Richard Louis Fenn, Trustee of the Richard and Mary Lou Ann Fenn Revocable Living Trust, known to me or proven to be the person who executed the above instrument, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained, and that such is his free act and deed and he intends that such instrument be recorded.

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

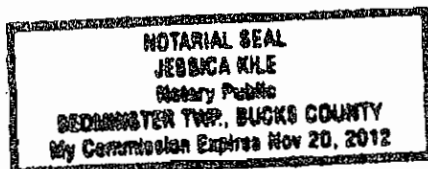


Jessica Kile (SEAL)  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Bucks : SS

On this 30th day of December, 2008, before me, the undersigned officer, personally appeared Mary Lou Ann Fenn, Trustee of the Richard and Mary Lou Ann Fenn Revocable Living Trust, known to me or proven to be the person who executed the above instrument, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained, and that such is his free act and deed and he intends that such instrument be recorded.

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



Jessica Kile (SEAL)  
Notary Public

PREPARED BY: Jordan B. Yeager, Esquire  
Curtin & Heefner, LLP  
1980 South Easton Road  
Suite 220  
Doylestown, PA 18901  
215-898-0570

RETURN TO: Jordan B. Yeager, Esquire  
Curtin & Heefner, LLP  
1980 South Easton Road  
Suite 220  
Doylestown, PA 18901  
215-898-0570

CPN# 30-15-11-4

**INDIVIDUAL SPRAY IRRIGATION SYSTEM  
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made entered into this 30<sup>th</sup> day of December, 2008, by and between **Richard Louis Fenn and Mary Lou Ann Fenn, Trustees of the Richard and Mary Lou Ann Fenn Revocable Living Trust** at 496 Quarry Road, Pennsylvania 18942 (the "Owner"), and **NOCKAMIXON TOWNSHIP**, at 589 Lake Warren Road, P.O. Box 100, Ferndale, Pennsylvania 18921 (hereinafter "Municipality");

**WITNESSETH**

**WHEREAS**, Owner is the legal and equitable owner of certain premises located in Nockamixon Township, Bucks County, Pennsylvania, along Quarry Road, identified as Bucks County Tax Map Parcel Number 30-15-11-4 (the "Property"); and

**WHEREAS**, Owner is proceeding to subdivide and develop the Property; and

**WHEREAS**, the subdivision plans was prepared by Urwiler & Walter, Inc., were dated April 1, 2008, consisting of sheets 1 through 5 (the "Plans"); and

**WHEREAS**, the Sewage Facilities Planning Module, created by the Plans, has been approved by the Municipality; and

**WHEREAS**, Lot 2 of the Property will be serviced by an Individual Resident Spray Irrigation System ("IRSIS") as shown on the Sewage Facilities Planning Module; and

**WHEREAS**, the Municipality is required to take action to assure compliance with Section 73.167 of the Pennsylvania Code, relating to the operation and maintenance of an IRSIS, prior to the issuance of a permit for an IRSIS by the Bucks County Department of Health ("BCDH"); and

**WHEREAS**, Section 72.25(h)(7) of the Pennsylvania Code specifically authorizes municipalities to establish an escrow account to cover the costs of repair or future operation and maintenance of an IRSIS over its design life in an amount not to exceed 50% of the initial cost of equipment and installation

for the first two (2) years of operation with such amount to be reduced to 10% of the costs of equipment and installation thereafter; and

**WHEREAS**, the Municipality requires, through the implementation of the Plans, that the IRSIS as required by said Plans and the Municipal Sewage Facility Ordinance be constructed and adequately operated and maintained by the Owner, his successors and assigns; and

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Sewage Facilities and all related appurtenances on Lot 2 of the Property is to be an Individual Resident Spray Irrigation System ("IRSIS"), as shown on the Plans, and it shall be constructed by the Owner in accordance with the Plans and specifications identified in the Plans. The aforementioned area of the IRSIS is more specifically described in Exhibit "A" attached hereto and incorporated herein.

2. The Owner and all future Owner(s) of Lot 2 of the Property shall operate and maintain the IRSIS in good condition and repair, free of obstruction, deterioration and the like, all such that the IRSIS will function according to the intended purpose.

3. Each IRSIS shall be approved by the BCDH, as to its design, construction and installation. The consultant for the Owner shall certify to the Municipality and the BCDH that the design, construction and installation of the facility and its "start up" have been completed for Lot 2 in accordance with permits granted by the BCDH.

4. Simultaneously with submission of an IRSIS application to the BCDH, Owner shall submit to the Municipality, for review, an Operation and Maintenance Manual ("Manual") for the IRSIS together with a pamphlet or other document in form satisfactory to the Municipality, summarizing the operation and maintenance requirements of the IRSIS and including the estimated annual cost of operating and maintaining same. A set of design plans for the IRSIS shall be submitted with the Manual.

5. Prior to the execution of an Agreement of Sale for Lot 2 (including re-sales), Seller shall provide Buyer with a copy of the pamphlet approved by the Municipality summarizing the operation and maintenance requirements of the IRSIS and provide in the Agreement of Sale Buyer's acknowledgement of the receipt of same. The Manual shall be provided to the Buyers at the time of settlement.

6. The Manual shall describe in reasonable detail the method of operation and required periodic inspection and maintenance of the components of the IRSIS, including, but not limited to, as applicable, spray nozzle heads, treatment tank, dosing tank, intermittent sand filters, chlorine contact tank, storage tank, chlorinator, and all electrical and mechanical control mechanisms.

7. The Manual shall include formatted charts for the purpose of keeping a record as to the dates of all required inspections, maintenance, repair and/or replacements of components of the IRSIS together with a check mark system indicating the performance of the specific inspection, maintenance, repair and replacement task, an indication of the type of service, repair or replacement performed and the name of the person(s) who performed the inspection, maintenance, repair or replacement. The forms of the inspection, maintenance, repair and replacement charts shall be included in the Manual.

8. The Owner, its executors, administrators, assigns, and other successors in interests shall maintain an up-to-date record of all service calls, inspections, maintenance, repairs and replacements performed on the IRSIS which records shall be available for inspection by the Municipality, the BCDH or either of their

designees without prior notice. The Owner shall forward annual copies of the above records to the Municipality and the BCDH or their respective designees.

9. The Municipality shall be granted access to the IRSIS controls upon request. If the controls are placed inside, an outdoor alarm light shall be provided by the Owner. If the controls are placed outside in a locked box, then the Municipality, or its designee, shall be provided with keys to the locked box. The Owner, for themselves, their heirs, successors and assigns, hereby consents to the Municipality, or its designee, entering upon the Property at reasonable times and upon presentation of proper identification, whenever it deems necessary and without notice, but in no case less than once per year, to inspect all components of the IRSIS as identified in Section 73.167 of the Pennsylvania Code, and the Municipality may, but is not obligated to, perform a water analysis of the discharged effluent to confirm that said discharge meets or exceeds the required levels of treatment required of such systems by the BCDH. Testing shall occur at the nozzle heads and shall include testing for residual chlorine, fecal coliform, biochemical oxygen demand, suspended solids as well as for any other substances for which testing is required by BCDH. Whenever possible, the Municipality shall notify the Owner prior to entering the property.

10. In the event that it is determined upon any inspection by the Municipality, or its designee, that any repair and/or replacement of any component is required to bring the IRSIS into compliance with BCDH or DEP Regulations, the Municipality, or its designee, shall issue a Correction Order designating the system repair required and the date by which such correction and/or replacement shall be accomplished. The Correction Order may require that effluent from the IRSIS be pumped by a qualified hauler until such system repair and/or replacement is accomplished. Upon completion of the repair and/or replacement, the Municipality, or its designee, shall re-inspect the system to determine compliance with the correction order and issue a certificate of correction or a further correction order, if deemed necessary. Additionally, the Municipality, or its designee, at the time of its inspection shall also inspect the records maintained by the Owner to determine whether the system is being properly maintained. The Municipality, or its designee, shall have the authority to issue a Maintenance Order directing that any required maintenance be performed, at what intervals, as well as directing the proper record keeping with reference to the maintenance and repair of the system.

11. In the event the Owner refuses to permit the Municipality on the Property or fails to operate and maintain the IRSIS or its component parts in good working order acceptable to the Municipality, or comply with any correction or maintenance order, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said IRSIS, all of which shall be done at the expense of the Owner. Prior to entering upon the Property and performing any action, the Municipality shall provide the Owner with five (5) days written notice of its intentions to enter upon the Property for these purposes. The Owner shall have the right to comply with the terms of this Agreement within that five (5) day period. This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Owner.

12. At any time when the IRSIS is inoperable and/or incapable of treating the discharged effluent so as to meet the standards of the BCDH or DEP, the Owner, or future owners, 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. In the event the Owner, or future Owners, shall fail to make the necessary arrangements for the removal of said effluent, the Municipality, or its designee, shall have the right, upon 48 hours written notice, to enter upon the Property and cause said effluents to be removed. Where the Owner causes the effluents to be removed, the Owner, upon request of the Municipality, BCDH, or their designees, shall provide an Agreement with a hauler providing for the removal and an Agreement with the receiving facility. The terms of removal provided in such Agreement shall be determined at such time as the IRSIS is in operation and its loading rate determined and the

recommendations of the DEP and/or BCDH as to said requirements shall be binding on the parties. The Owner agrees to continue hauling effluent until such time as the IRSIS has been properly certified as being operable by the BCDH and the Municipality or its designee.

13. The Municipality shall, by resolution duly adopted, establish the amount of an annual fee for the inspections described herein and administrative costs associated therewith. The resolution of the Municipality shall establish the date upon which such annual fee shall be paid.

14. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality. In the event the Owner fails to pay the Municipality, the Municipality may (1) sue the Owner for reimbursement of its costs; and/or (2) cause a lien to be placed on the Property in the amount of said expense.

15. Nothing contained herein shall be construed to waive, affect or alter any requirements of the Zoning, Subdivision and Land Development or other Ordinances of Nockamixon Township and nothing contained herein empowers any Municipality employee to waive any requirements of such Ordinances.

16. The intent and purpose of this Agreement is to ensure the proper maintenance of the IRSIS by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from the IRSIS.

17. The Owner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the IRSIS or its components by the Owner or Municipality. In the event that a claim is asserted against the Municipality, its designated representatives or employees, the Municipality shall promptly notify the Owner and the Owner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives shall be allowed, the Owner shall pay all costs and expenses regarding said judgment or claim.

18. Prior to the operation of an IRSIS, and prior to the issuance of an Occupancy Permit for Lot 2, Owner shall provide a set of As-Built plans sealed by an engineer along with a copy of the Manual. The As-Built set of plans and Manual shall also be sent to the BCDH. A letter from the Owner's consultant shall also accompany plans indicating the IRSIS is built according to its design.

19. Prior to the issuance of the building permit for the Property, the Owner shall deposit with the Municipality, in escrow, the amount of One Thousand Five Hundred Dollars (\$1,500.00) for the IRSIS proposed on the Property. It shall be held in escrow to secure the cost of future operation and maintenance of the IRSIS for the Property in compliance with the terms and provisions set forth herein. The escrow shall be deposited by the Municipality in an interest-bearing escrow account and the interest thereon shall be paid to the Municipality to offset the costs of administering this Agreement. The Municipality shall have the right to apply the escrow principal, together with any interest accruing thereon, to pay inspection, engineering, or consulting fees or any costs for repairs or replacements to the IRSIS or the cost of hauling any waste, incurred by the Municipality in the case of default by the Owner of any provisions of this Agreement. The escrow funds shall be maintained by the Municipality for the life of the IRSIS. At such time as the IRSIS no longer services the Lot 2 of the Property, and the system has been shut down in accordance with regulations of the BCDH then in effect, the balance of the escrow funds then held on deposit shall be returned to the ten owner of Lot 2 of the Property. However, if the

IRSIS is shut down because Lot 2 is being connected to a public sewer system, the principal balance in the escrow account shall be applied to the connection fees for connecting the lot to the public sewer system with any balance thereafter returned to the then owner.

20. This Agreement shall be recorded at the Office of the Recorder of Deeds of Bucks County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, Owner, intending to be legally bound, has set its hand and seal the day and year first above written.

NOCKAMIXON TOWNSHIP

By: [Signature]

Attest: [Signature]

OWNER:

Richard Louis Fenn (SEAL)  
Richard Louis Fenn, Trustee of the Richard and Mary Lou Ann Fenn Revocable Living Trust

OWNER:

Mary Lou Ann Fenn (SEAL)  
Mary Lou Ann Fenn, Trustee of the Richard and Mary Lou Ann Fenn Revocable Living Trust

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF BUCKS :

On this 20th day of January, 2009, before me, the undersigned officer, personally appeared Mosey C. Januszewski, known to me or proven to be the person who executed the above instrument, and who acknowledged himself/herself to be the Chairman of the Nockamixon Township Board of Supervisors, and that he/she, as such Chairman, being authorized so to do by the Board of Supervisors, executed the foregoing Agreement for the purposes therein contained by signing the name of said Board of Supervisors by himself/herself as such Chairman.

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

NOTARIAL SEAL  
Arlene E Eichlin, Notary Public  
Nockamixon Twp., Bucks County  
My commission expires February 15, 2009

NOTARIAL SEAL  
Arlene E Eichlin, Notary Public  
Nockamixon Twp., Bucks County  
My commission expires February 15, 2009

Arlene E. Eichlin (SEAL)  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

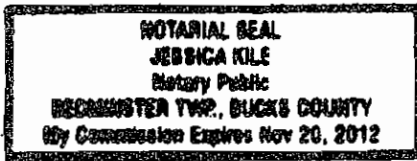
COUNTY OF

*Bucks*

: SS

On this *30<sup>th</sup>* day of *December*, 2008, before me, the undersigned officer, personally appeared Richard Louis Fenn, Trustee of the Revocable Living Trust, known to me or proven to be the person who executed the above instrument, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained, and that such is his free act and deed and he intends that such instrument be recorded.

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



*Jessica Kile* (SEAL)  
Notary Public

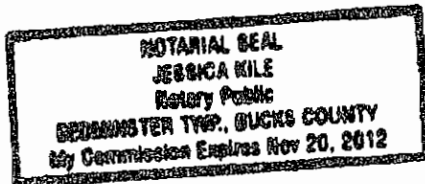
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF

: SS

On this *30<sup>th</sup>* day of *December*, 2008, before me, the undersigned officer, personally appeared Mary Lou Ann Fenn, Trustee of the Revocable Living Trust, known to me or proven to be the person who executed the above instrument, and who acknowledged that he executed the foregoing Agreement for the purposes therein contained, and that such is his free act and deed and he intends that such instrument be recorded.

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



*Jessica Kile* (SEAL)  
Notary Public