

RESOLUTION NO. 2671

**EAST NORRITON TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF EAST NORRITON
TOWNSHIP AUTHORIZING AN OIL AND GREASE INTERCEPTOR
MAINTENANCE AGREEMENT**

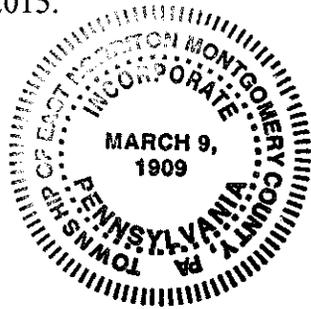
WHEREAS; Chapter 162 of the East Norriton Township Code establishes limitations on the discharge of pollutants and substances including fats, oils and greases to the sanitary sewer collection system; and

WHEREAS; The East Norriton Township Board of Supervisors recognize the deleterious effects of the discharge of pollutants, fats, oils and greases into the sanitary sewer collection system when such discharges occur in excess of established limits; and

WHEREAS; The East Norriton Township Board of Supervisors desire to establish and clarify the requirements for oil and grease interceptor maintenance.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of East Norriton Township that the attached agreement titled "East Norriton Township Oil and Grease Interceptor Maintenance Agreement" is recognized as a standard agreement that may be modified by the East Norriton Township Solicitor or East Norriton Township Sanitary Sewer Engineer as the attributes of the subject property or facility dictate.

DULY PRESENTED and ADOPTED by the Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania, in a public meeting this 27th day of October, 2015.



BOARD OF SUPERVISORS
EAST NORRITON TOWNSHIP

BY: 
Chairman

ATTEST:


Secretary

EAST NORRITON TOWNSHIP
OIL AND GREASE INTERCEPTOR MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, A.D., 20____, by and between EAST NORRITON TOWNSHIP, a Township of the Second Class, with offices located at 2501 Stanbridge Street, East Norriton, PA 19401 (hereinafter referred to as "Township") and _____ of _____ (hereinafter referred to as "OWNER") and

WHEREAS, OWNER warrants that it is the OWNER in fee simple of a parcel or parcels of land situated in East Norriton Township, Montgomery County, Pennsylvania, identified as Tax Parcel No(s). _____, with a street address of _____ and OWNER desires to improve said property, and

WHEREAS, OWNER is required to establish an agreement with East Norriton Township to monitor and enforce compliance of the OWNER with requirements of the East Norriton-Plymouth-Whitpain Joint Sewer Authority (hereafter referred to as "Joint Sewer Authority"), East Norriton Township and applicable Pennsylvania Department of Environmental Protection (DEP) regulations for wastewater discharge quality and for construction and maintenance of the gravity sewer collection system.

NOW, THEREFORE, for and in consideration of the covenants contained herein, OWNER hereby covenants and agrees as follows:

1. The OWNER, OWNER'S lessees or authorized agents shall be in compliance at all times with any interim or permanent rules and regulations established by DEP, the Montgomery County Health Department, the Joint Sewer Authority and the Township. In this regard, the OWNER shall at all times accept full responsibility for the actions, inaction and/or noncompliance of OWNER's lessees or authorized agents with respect to this Agreement.
2. Facilities subject to this agreement include the entire wastewater collection system on said property or properties, including all oil and grease interceptors both inside and outside of buildings, sewer laterals, sewer mains and sewer manholes. This agreement also pertains to all wastewater discharged to the gravity sewer from all buildings and structures on said property or properties.
3. OWNER, OWNER'S lessees or authorized agents shall not discharge wastewater contributing more than the allowable discharge pollutant concentrations into the gravity sewer collection system, as defined in the *Code of East Norriton Township, Chapter 162-49*, including Fats, Oils or Greases of animal or vegetable origin exceeding a concentration of 100 mg/l.
4. OWNER, OWNER'S lessees or authorized agents shall install, operate and maintain oil and grease interceptor/trap systems at all food establishments on the property. The oil and grease interceptor/trap systems shall be installed, operated and maintained in accordance with the equipment manufacturer's recommendations and any additional requirements of the East Norriton-Plymouth-Whitpain Joint sewer Authority (hereafter referred to as "Joint Sewer Authority") and East Norriton Township. The oil and grease interceptors shall be pumped out by a qualified pumper/hauler every three months, or more often if required by manufacturer

recommendations or East Norriton Township. OWNER, OWNER'S lessees or authorized agents shall submit receipts from the pumper/hauler to East Norriton Township within two weeks after the removal of accumulated oil and grease. Receipts shall include the volume of oil and grease removed and a written statement from the pumper/hauler that the baffles in the oil and grease interceptors/traps have been inspected and found to be in good working order. OWNER, OWNER'S lessees or authorized agents shall also maintain copies of the above mentioned receipts at the establishment being serviced and shall make these records available to East Norriton Township Representatives (as further defined below) upon request. Records shall be maintained on site for a period of not less than five years.

5. In the event that inspection reports prepared by the pumper/hauler, or by DEP, The Montgomery County Health Department, Joint Sewer Authority or Township indicate that repairs and/or replacement of any component part or all of the oil and grease interceptor system(s) is necessary in order to bring the system(s) into proper working order and in compliance with requirements of the aforementioned agencies, the OWNER must first contact the East Norriton Township and the Joint Sewer Authority for approval of the necessary repairs and/or replacement. Upon approval, the OWNER must complete such repair and/or replacement and shall certify that the repairs and/or replacements have been made in accordance with approved specifications within thirty (30) days of the date of the inspection report.
6. East Norriton Township Officials, the East Norriton Township Sewage Inspection Officer or other Township Authorized Representatives, hereafter collectively referred to as "East Norriton Township Representatives", shall be permitted to enter and inspect facilities subject to this agreement as often as may be necessary to determine compliance with this agreement.
 - (a) If OWNER, OWNER's Lessees or authorized agents has security measures in force which require proper identification and clearance before entry into its premises, the OWNER or OWNER's Lessees or authorized agents shall make the necessary arrangements to allow access to East Norriton Township Representatives.
 - (b) OWNER, OWNER's Lessees or authorized agents shall allow East Norriton Township Representatives ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of this agreement.
 - (c) East Norriton Township Representatives shall have the right to set up on the property subject to this agreement, such devices as are necessary in the opinion of the East Norriton Township Representatives, in order to conduct monitoring and/or sampling of the facility's wastewater discharge.
 - (d) East Norriton Township Representatives shall have the right to require the OWNER, OWNER's Lessees or authorized agents to install sampling and monitoring equipment if determined by East Norriton Township or the Joint Sewer Authority to be necessary in order to protect the downstream sewage collection system and/or treatment facilities. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the OWNER, OWNER's Lessees or authorized agents at its (their) own expense. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the OWNER, OWNER's Lessees or authorized agents at the written or oral request of the East Norriton Township Representatives and shall not be replaced. The costs of clearing such access shall be borne by the OWNER.
7. Unlawful discharges, unauthorized connections or defects found upon tests and inspections conducted on this property or properties, or within the gravity sewer to which the sewer system on this property or properties discharges, shall be corrected as required and within the time frame specified by the Township or the Township Sewage Inspection Officer, at the cost and expense of the OWNER.
8. OWNER contemporaneously with the execution of this Agreement shall deposit the sum of Four Thousand Dollars (\$4,000.00) (hereinafter referred to as "Escrow Fund") with the Township which shall be held by the Township to be used to monitor compliance of OWNER, OWNER's Lessees and authorized agents with respect wastewater discharge quality with respect to the proper installation, operation and maintenance of oil and grease interceptor systems and sewer collection systems on the property or properties and in the gravity sewer to which the property or properties discharges, in accordance with this agreement and with applicable statutes and/or regulations. Should the Escrow Fund fall below the sum of Four Thousand Dollars (\$4,000.00), OWNER shall deposit sums necessary to bring the Escrow Fund to Four Thousand Dollars (\$4,000.00) upon notice by the Township. The Township shall have the further right and privilege to sue the current property OWNER for reimbursement of any Township expenses in excess of the above-described Escrow Fund or to lien the property or properties for any such excess.
9. 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.
10. It is expressly agreed that this Agreement shall be recorded in the Office of the Recorder of Deeds of Montgomery County and all terms and conditions of the Agreement shall be binding upon OWNER, OWNER's heirs, administrators, successors and assigns, and any party acquiring title to said site covered by the Agreement shall assume all of the duties and obligations set forth in this Agreement.
11. OWNER, OWNER's heirs, administrators, successors and assigns shall at all times hold the Township harmless from any claims, suits, legal expenses or judgments which OWNER's lessees, authorized agents or any adjoining property owners may bring against the Township or against the Township officials, employees, consultants and against the OWNER or any of its successor property owners for any conditions occurring on the adjacent property as a result of conditions or disrepair of the sewage collection system on the OWNER's property. OWNER further agrees that OWNER, OWNER's heirs, administrators, successors and assigns will reimburse the Township for any expenses which the Township has incurred including legal fees, engineering fees, expert witness fees and any judgments rendered against the Township as a result of claims filed or brought against the Township, its officers, employees or consultants, by anyone as a result of conditions arising because of the condition or disrepair of the sewage collection system on the OWNER's property.

12. Owner shall reimburse the Township for the cost of the preparation of this Agreement, the cost of recording this Agreement and any costs and expenses of any consultants incurred in the review, filing and processing of Owner's proposal for connection to the Township Sewer Collection system.

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

WITNESS:

[enter Witnesses's name]

[enter Owner's name]
BOARD OF SUPERVISORS
EAST NORRITON TOWNSHIP

Chairman

ATTEST:

Secretary

ACKNOWLEDGEMENTS

By Individual

STATE OF PENNSYLVANIA:

:SS.

COUNTY OF MONTGOMERY

On this **[enter day]** day of **[enter month]**., A.D., 20**[enter year]**, before me, a Notary Public in and for the County of Montgomery, Commonwealth of Pennsylvania, the undersigned officer, personally appeared **[enter Owner's name(s)]**, known to me, (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged, that he/she executed the same for the purpose therein contained.

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

_____ (SEAL)

Notary Public

ACKNOWLEDGEMENTS

By Township

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF MONTGOMERY

On this [enter day] day of [enter month], A.D., 20[enter year], before me, a Notary Public in and for the County of Montgomery, Commonwealth of Pennsylvania, the undersigned officer, personally appeared [enter Township Supervisor's name(s)], who acknowledged that they are the Supervisors of East Norriton Township, and as such, being authorized to do so, executed the foregoing instrument on its behalf for the uses and purposes therein set forth.

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

_____ (SEAL)

Notary Public