

Tax Code: 02.2.1.20

**WELL / SEPTIC SYSTEM ISOLATION DISTANCE EXEMPTION AND SEWAGE SYSTEM
MAINTENANCE AGREEMENT**

AGREEMENT, made this 16 day of December, 2025, by and between MARINE GABUNIA sometimes referred to as "Owner", whose current address is 942 Eighth Avenue, Bethlehem, Pennsylvania 18018, and CHESTNUTHILL TOWNSHIP, a Pennsylvania municipality with a business address of 271 Route 715, Brodheadsville, Pennsylvania ("Township").

WHEREAS, Owner intends to replace an existing cesspool on the real property more specifically identified as Tax Parcels 02625800547991 in Chestnuthill Township, Monroe County, Pennsylvania ("Owner's Property"); with a commercial building comprising three (3) units, including a residential unit with an Eljen on lot sewage disposal system designed for 600 gallon per day discharge of sewage; and Owner proposes to construct the new Eljen on lot sewage disposal system in accordance with the rules and regulations promulgated by the Pennsylvania Department of Environmental Protection (PADEP) at the Property ("Sewage Disposal System"); and

WHEREAS, Owner's Property is presently serviced by an on-site well for potable water for the commercial building an apartment; and

WHEREAS, the Chapter 73.3(b) of the PADEP regulations and Chapter 117-6 of the Chestnuthill Township Code require an isolation distance of 100 feet from a well and any on-site sewage disposal system; and

WHEREAS, Owner has requested a waiver of the isolation distance requirements pursuant to PADEP Chapter 72.33(c)(1) and Chapter 117-7 of the Chestnuthill Township Code due to conditions on Owner's Property which prevent compliance with the Chapter 73.3(b) isolation distance requirements; and

WHEREAS, Owner has obtained and provided to the Chestnuthill Township Sewage Enforcement Officer ("SEO") a Hydrogeologic Study prepared by Brian Oram, P.G. of B.F.

Environmental dated November 12, 2025 for Owner's Property and attached as Exhibit "A" ("Study"); and

WHEREAS, the Study provides that the Eljen system will treat the sewage effluent before the effluent enters the ground as compared to a conventional septic system which utilizes the ground to treat the effluent; and

WHEREAS, the Sewage Disposal System will, in all other respects comply with Township and DEP requirements; and

WHEREAS, the Study provides that the existing well on Owner's Property is constructed in a manner that will limit the impact of surface water and shallow water bearing zones on the potable water source for the commercial building and apartment on Owner's Property; and

WHEREAS, Township finds that the conditions on Owner's Property prohibit Owner from full compliance with the isolation distance and that waiver of the isolation distance will not result in a health hazard, provided that the Sewage Disposal System is constructed as proposed and maintained as required.

THEREFORE, Owner hereby agrees to the following:

1. The sewage disposal system shall be constructed in accordance with the Septic Design plan entitled "1980 Route 209, Chestnuthill Township, Monroe County, PA TM # 02.2.1.20 "dated August 12, 2025, Revised November 6, 2025, which plans reference the operation and maintenance agreement contained herein.

2. Prior to the installation and utilization of the Sewage Disposal System, Owner shall obtain all approvals and permits from Chestnuthill Township and such other regulatory agencies as may be necessary, including but not limited to a sewage disposal permit issued by the Township Sewage Enforcement Officer.

3. Owner shall install and maintain a particle filter and a Class A UV disinfection system on the potable water system on Owner's Property. Owner shall obtain and provide to the Township yearly water tests of the potable water system on Owner's Property.

4. The system shall only be used for the existing commercial building and apartment located on Owner's Property..

5. The sewage permit for Owner's Property shall note the well, isolation distance and the waiver granted by Township.

6. Owner shall be responsible for the maintenance of said system as recommended in the Study. All costs and expenses incurred with respect to operation, maintenance, inspection, and pumping of the system, and in providing written documentation, shall be the sole responsibility of Owner. Owner shall provide Township with a copy of maintenance records annually for the life of the on-lot septic system.7. In the event Owner observes a system malfunction, Owner shall immediately notify Township of the existence of same. Repair work shall be performed in a timely manner and shall be in accordance with all standards and requirements of both Chestnuthill Township and the PADEP.

8. Owner shall indemnify and hold harmless Township, its officials, employees, representatives and agents from any and all liability, claims, demands, actions, or causes of action whatsoever, including costs of investigation and defense of the same, at law, in equity or as part of any administrative or governmental proceeding arising from, in any way incidental to, or resulting from the undertakings of Owner herein and/or the operation and maintenance of said system.

9. Owner irrevocably grants to Township, its officers, employees, representatives and agents the right to enter onto the Owner's property at any time and from time to time to perform inspections of the system, including but not limited to septic tanks, Transmission Lines and absorption area. Upon proper notice, Township officials, their agents and/or representatives shall also have the right to enter onto Owner's property to take meter readings in order to confirm water usage.

10. Should Owner default in any of their obligations under this maintenance agreement or under applicable laws, ordinances and regulations, regardless of whether such performance is the direct responsibility of Owner or delegated to a third party by agreement, or should Owner, at any time, fail to have an existing maintenance and operation agreement with an outside servicing company, or should the maintenance and operation agreement with the outside provider call for less services than those set forth in Exhibit "A", or should the provider actually provide less service than what is called for in Exhibit "A", Township may pursue all rights and remedies against Owner as may be available to Township either at law or in equity, including but not limited to the revocation of the On lot Sewage Disposal System Permit issued for Owner's property, which such revocation the Owner acknowledges and agrees to. The procedures for addressing such Permit

Revocation shall be in accordance with Section 72.28 of Chapter 72, Title 25 of the Pennsylvania Code. Owner hereby agrees and acknowledges that a violation of this Agreement by Owner constitutes a nuisance entitling Township to seek immediate equitable relief, including but not limited to injunctive relief, should Township so elect.

11. Owner agrees that they shall be liable to the Township for all costs the Township incurs, including attorney's fees, as a result of the Owner's failure to comply with the terms of this Sewage System Maintenance Agreement or the enforcement of the same. Owner further acknowledges and agrees that the Township may, but shall not have any legal obligations to, operate or maintain the sewage system at any time, including at any such time as the Owner may breach this Agreement or otherwise be in violation of any Township ordinances, state laws, rules or regulations, including those applicable to sewage maintenance and enforcement. In the event the Township undertakes any of the operation or maintenance of the system as a result of Owner's failure to do so in accordance with the requirements of this Agreement, Owner shall pay the Township all costs and expenses of any nature whatsoever incurred by Township in relation to operation and maintenance, together with a penalty equal to ten (10%) percent of said costs and expenses. Owner agrees that if Owner shall fail to pay to Township such costs and expenses together with the penalty within thirty (30) days after receipt of an invoice for the same, Township shall have the right to file a municipal claim against Owner's property for such amount, and shall also have the right to take any and all actions Township may deem appropriate to collect the same. Owner and/or her heirs, personal representatives, successors and assigns shall indemnify, defend and hold Township, its employees, contractors, agents and consultants, harmless from and against any and all manner of actions or claims related to Township's grant of the water well horizontal isolation distance exemption and grant of a septic permit related to such exemption.

12. Notice, for purposes of this Agreement, shall be deemed given at the time of mailing by United States first class mail to the last known address of the party to whom notice is being sent.

13. Nothing in this Agreement shall be construed to waive or be in conflict with any provisions of the Pennsylvania Sewage Facilities Act, the Clean Streams Laws or their corresponding regulations or other applicable laws but shall be construed to impose additional consistent requirements.

14. All times referred to in this Agreement shall be of the essence.
15. This Agreement may only be amended or modified by written agreement of the parties.
16. This Agreement shall be binding upon all parties hereto as well as their respective heirs, personal representatives, successors and assigns. Owner, her heirs, successors and assigns shall disclose this Agreement in its entirety to successors in interest to Owner's Property.
17. This Agreement shall be recorded at the Owner's expense in the Office for the Recording of Deeds, etc, in and for the County of Monroe, at Stroudsburg, Pennsylvania, to provide notice to future owners of the Owner's property of the conditions and requirements of this Agreement. Owner shall immediately notify Township of the name and address of any new owner of Owner's property in the event of a sale or other transfer of title or ownership of the same.

IN WITNESS WHEREOF, the parties, for themselves, their heirs, administrators, successors and assigns, have hereunto set their hands and seals this 16 day of December, 2025, intending thereby to be legally bound.

WITNESS

By: Cathy A. Martinielli

By: Marine Gabunia
MARINE GABUNIA

ATTEST:

By: Cathy A. Martinielli

SUPERVISORS CHESTNUTHILL TOWNSHIP:

By: Al B. Gillett
By: Roger D. Miller
By: W. W. Wright

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF)

On this 16 day of December, 2025, before me, a Notary Public, the undersigned officer, personally appeared Marine Gabunia, known to me, (or satisfactorily proven) to be the person whose name is subscribed on the within instrument, who acknowledged the foregoing Sewage System Maintenance Agreement for the purposes therein contained, .

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

Cathy A Martinelli
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
CATHY A MARTINELLI - Notary Public
Monroe County
My Commission Expires July 22, 2028
Commission Number 1005581

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF MONROE)

On this 16 day of December, 2025, before me, the undersigned officer, a notary public in and for the aforesaid County and State, personally appeared Carl B Hould II
Eric Snyder & Roger Kutzler, known to me, (or satisfactorily proven) to be the persons whose names are subscribed on the within instrument, who acknowledged themselves to be Supervisors of the Board of Supervisors of the Township of Chestnuthill, Monroe County, Pennsylvania, and that they as such Supervisors, being authorized to do so, executed the foregoing Sewage System Maintenance Agreement, for the purposes therein contained, by signing the name of such Township by themselves as such Supervisors.

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

Cathy A Martinelli
Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
CATHY A MARTINELLI - Notary Public
Monroe County
My Commission Expires July 22, 2028
Commission Number 1005581