

**Prepared By:**

Hamburg, Rubin, Mullin, Maxwell & Lupin, PC

**Record and Return To:**

Hamburg, Rubin, Mullin, Maxwell & Lupin, PC

1684 S. Broad Street, Suite 230

P.O. Box 1479

Lansdale, PA 19446

**Parcel No.:** \_\_\_\_\_

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ and \_\_\_\_\_, an individual/individuals owning property at \_\_\_\_\_ ("Owner") and Limerick Township, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal mailing address of 646 W. Ridge Pike, Limerick, PA 19468 ("Township") (collectively the "parties").

**WITNESSETH:**

**WHEREAS,** Owner is the legal owner of a residence located at \_\_\_\_\_ ("Property") which is connected to the wastewater collection, conveyance and treatment facilities, via a grinder pump and low-pressure lateral;

**WHEREAS,** Owner has agreed to operate and maintain the grinder pump and low-pressure lateral and the sewer company has agreed to accept wastewater generated by the Property via the grinder pump and low-pressure lateral, in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE,** in consideration of the covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. That the recitals set forth above are incorporated herein by reference as though set forth at length.

2. The “grinder pump” shall mean a Township approved wastewater pump located on the Property designated for the conveyance of domestic wastewater, and pumping the wastewater through the low-pressure lateral to the Township wastewater system.

3. Owner agrees that the construction of the grinder pump and low-pressure sewer lateral on the Property, the installation, use, operation, maintenance, service, repair and replacement thereof, and the connection to the Township’s wastewater system shall comply with the applicable rules and regulations of the Township in effect from time to time.

4. Township shall bear no responsibility for the purchase, installation, use, operation, maintenance, service, repair, or replacement of the grinder pump and low-pressure lateral on the Property, except as otherwise set forth herein or as required by law.

5. Township shall maintain control over the type of grinder pump used and shall review and inspect installed equipment and replacement equipment.

6. Township shall be notified of any repairs to the wastewater system and shall be afforded the opportunity to inspect same.

7. Owner shall bear full responsibility for providing, installing, using, operating, maintaining, servicing, repairing and replacing the grinder pump and low-pressure lateral in accordance with this Agreement, except as otherwise set forth herein.

8. Owner shall have full responsibility for using the grinder pump consistent with the manufacturer’s instructions and shall avoid introducing into the wastewater system, materials that may damage the pump, conveyance system, collection system or treatment facilities.

9. Owner shall close the wastewater system via the valve at the curb and powering off the pump and cease operations during any period when the grinder pump or low-pressure lateral is inoperable for more than three (3) days.

10. In addition to any other remedies provided in this Agreement, Owner acknowledges that the Township may seek abatement of any violation of this Agreement as a nuisance by seeking mitigation or appropriate equitable or legal relief from a court of competent jurisdiction.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be recorded, at the Owner's expense, in the Recorder of Deeds Office in and for Montgomery County, Pennsylvania, being indexed at Parcel No. \_\_\_\_\_.

12. Owner shall provide a copy of this Agreement to any subsequent Owner, successor or assign prior to transfer of the Property. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns and shall run with the land.

13. This Agreement contains the full and complete understanding between the parties with regard to the subject matter contained herein and no modifications may be made unless set forth in a separate written document executed by all parties hereto.

14. This Agreement may be executed in multiple copies, each of which when so executed shall be deemed an original.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed  
the day and year first above written.

**OWNER:**

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

\_\_\_\_\_  
Print Name

**LIMERICK TOWNSHIP:**

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel K. Kerr, Township Manager

**ACKNOWLEDGMENT**  
*(for Township)*

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : ss.  
COUNTY OF MONTGOMERY :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared Daniel K. Kerr, who acknowledged himself to be the Manager of Limerick Township and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

**ACKNOWLEDGMENT**  
(for corporation)

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he/she being authorized to do so, executed this document for the purposes therein contained.

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

Notary Public

(for individual)

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF \_\_\_\_\_ : SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he/she executed this document for the purposes therein contained.

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

Notary Public

(for individual)

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF :  
 :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he/she executed this document for the purposes therein contained.

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

Notary Public