

Prepared By:

John J. Iannozzi, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

Record and Return to:

John J. Iannozzi, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P.O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel No. _____

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS 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, (the “Township”).

WITNESSETH:

WHEREAS, Owner is the legal owner of a property located at _____ (the "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 wastewater system.

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

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

5. The Township shall maintain control over the type of grinder pump and low-pressure sewer materials used and may but is not obligated to 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. The Owner shall bear full responsibility for providing, installing, using, operating, maintaining, servicing, repairing and replacing the grinder pump and low-pressure sewer lateral in accordance with this Agreement, except as otherwise set forth herein.

8. The 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. The 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. The 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.

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

LIMERICK TOWNSHIP:

By: _____
Daniel K. Kerr, Township Manager

LANDOWNER 1:

By: _____

Print Name

Corporate Title: _____
(If Landowner is a Corporation)

LANDOWNER 2:

By: _____

Print Name

Corporate Title: _____
(If Landowner is a Corporation)

ACKNOWLEDGMENT
(use 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

ACKNOWLEDGMENT
(use 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

ACKNOWLEDGMENT

(use for corporate)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____(person), who acknowledged himself/herself to be a _____ (title) of _____ (corporate entity), 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

ACKNOWLEDGMENT

(use for corporate)

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____(person), who acknowledged himself/herself to be a _____ (title) of _____ (corporate entity), 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

