

**Franklin Township Municipal Sanitary Authority  
Individual Backflow Prevention Device  
Installation, Operation, and Maintenance Agreement**

MADE THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN

\_\_\_\_\_, hereinafter, whether  
one or more, known as “Owner”,

AND

**Franklin Township Municipal Sanitary Authority**, hereinafter known as “Authority”.

**WHEREAS**, Owner owns certain real property located at the following address and legally described as follows:

\_\_\_\_\_  
Tax Parcel No. \_\_\_\_\_  
and is within the area served by Authority’s sewer system; and

**WHEREAS**, Authority’s sewer collector line is at an elevation relative to the real property of Owner such that the property is served by gravity and Authority recommends the installation of a Backflow Prevention Device; and

**WHEREAS**, Owner desires to have a Backflow Prevention Device installed on the private lateral line to prevent backup from the sewer system and understands and agrees after installation the Backflow Prevention Device will be the responsibility of Owner; and

**WHEREAS**, Authority agrees to purchase and install at Authority’s expense a Backflow Prevention Device. Thereafter, Owner agrees to keep and maintain the Backflow Prevention Device in good working order at Owner’s expense.

**NOW THEREFORE**, the parties intending to be legally bound hereby agree as follows:

1. Authority shall purchase and install when recommended by Authority at Authority's sole cost and expense a Backflow Prevention Device.
  
2. **After installation, the Backflow Prevention Device shall be the sole and complete responsibility of Owner. Owner shall own the Backflow Prevention Device and shall be solely responsible for its operation, maintenance, repair, and replacement. In no event shall Authority have any responsibility for the expense, operation, maintenance, repair, or replacement of the Backflow Prevention Device nor shall Authority be responsible to Owner in any manner or fashion for any claims, damages, losses or expenses of whatsoever nature or kind in any way connected with or as a result of the Backflow Prevention Device and its operation or failure to operate as intended.**

**Initials:** \_\_\_\_\_

3. Owner shall be responsible for ensuring that full repair service capability is available on short notice.
  
4. In the event of a subsequent sale or transfer of the property, Owner and its/their/his/her heirs, successors and/or assigns shall enter into a contract requiring Owner's transferee or assignee to be bound by the terms, conditions and responsibilities set forth herein.
  
5. To the extent operation, maintenance, repair or replacement of the Backflow Prevention Device requires any activity in the public street, Owner shall comply with all applicable ordinances, rules, and regulations of the municipality in which the property is located and the Commonwealth of Pennsylvania.

This Agreement shall bind Owner and its/their/his/her heirs, successors and assigns of said property. Owner agrees to indemnify, defend, and hold harmless Authority from any and all claims by any third parties and/or governmental agencies. All duties and obligations of Owner as set forth in this Agreement shall be joint and several should there be more than one Owner.

**IN WITNESS WHEREOF**, with the intention of being legally bound hereby, Owner has/have executed this Agreement on the day and year first above written.

**WITNESS:**

**OWNER(S):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**FRANKLIN TOWNSHIP MUNICIPAL  
SANITARY AUTHORITY**

\_\_\_\_\_

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

