

**Franklin Township Municipal Sanitary Authority
Individual Grinder Pump System
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 cannot be adequately served by gravity and necessitates the use of a grinder pump; and

WHEREAS, Owner has agreed to extend the pressure sewer line from the property to the collector line of Authority within the public right-of-way and agrees the pressure sewer line will be the responsibility of Owner; and

WHEREAS, Owner agrees with Authority that Owner shall purchase and install an Individual Grinder Pump System, installation of which will be inspected by Authority, and shall keep and maintain the Individual Grinder Pump System and pressure sewer line in good working order; and

WHEREAS, the Individual Grinder Pump System is defined as the grinder pump, all associated equipment and the pressure sewer line located within the property boundary line of Owner’s property and/or within a road right-of-way and/or within any easements or rights-of-way executed between Owner and owner(s) of any property through which the individual pressure sewer line crosses and/or as shown on a recorded development plan.

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

1. Owner shall purchase and install at Owner's sole cost and expense the Individual Grinder Pump System according to manufacturer's specifications and subject to installation approval of Authority.

2. **After installation, the Individual Grinder Pump System shall be the sole and complete responsibility of Owner. Owner shall own the Individual Grinder Pump System 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 Individual Grinder Pump System 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 Individual Grinder Pump System and its operation or failure to operate as intended.**

Owner Initials: _____

3. Owner shall be responsible for ensuring that full repair service capability is available on short notice.

4. Prior to replacement, alteration (in any manner) or repair to the Individual Grinder Pump System, Owner shall provide at least 48 hours advance notice to Authority. Authority must provide to Owner written advance approval for the replacement, alteration or repair to the Individual Grinder Pump System.

5. In the event of the 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.

6. To the extent that the installation of the Individual Grinder Pump System requires any activity in the public street, Owner shall comply with the 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: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF WESTMORELAND)

ON THIS _____ day of _____, 20_____,
before me, a Notary Public, the undersigned officer, personally appeared

_____ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed same for the purposes therein contained.

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

My commission expires:

Notary Public
(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF WESTMORELAND)

ON THIS _____ day of _____, 20_____,
before me, a Notary Public, the undersigned officer, personally appeared

_____ who acknowledged himself to be an OFFICIAL OF THE FRANKLIN TOWNSHIP MUNICIPAL SANITARY AUTHORITY 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.

My commission expires:

Notary Public
(SEAL)