

SEWAGE PUMP AGREEMENT

For Property located at _____

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20____, by and between the Hamilton Township Municipal Authority ("HTMA" or the "Authority"), a municipal authority, duly organized under the laws of the Commonwealth of Pennsylvania and charged with the maintenance of the Hamilton Township sewage system, AND _____, Owner of the Real Property known and numbered as _____ ("Real Property"), WITNESSETH:

WHEREAS, Owner is the owner of the Real Property identified above that is currently connected to the Hamilton Township Municipal sewage system;

WHEREAS, Owner understands and agrees that it has responsibilities with regard to repair, maintenance and/or replacement of a grinder pump and pressure line in order to continue its connection to the system.

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

1. Owner, at Owner's sole expense, is solely responsible for all maintenance, repair and/or replacement of the grinder pump installed at the Real Property and any appurtenances under the existing sewer permit and in accordance with HTMA's Rules and Regulations. Owner agrees to pay all service and inspection charges, if required, relating to the grinder pump and pressure line.
2. Owner agrees to permit HTMA and/or its agents to periodically inspect the said pump and pressure line on such times and upon such conditions as HTMA deems appropriate.
3. Owner acknowledges and agrees that if the said Grinder Pump or pressure line shall require maintenance, repair, or replacement, the entire cost of said maintenance, repair, or replacement, and any subsequent inspections shall be borne entirely by the Owner.
4. The Grinder Pump and pressure line to be installed shall be of a design and manufacture approved by the HTMA prior to the installation by the Owner. All installations shall be in accordance with the HTMA's regulations and requirements and Owner specifically agrees to abide by HTMA's regulations requirements with regard to the installation.

5. In the event the Owner, the Township, HTMA, or any other person, firm, corporation, or governmental entity shall become aware that the Grinder Pump and pressure line has improperly functioned, or as a result of said installation and operation a health hazard, nuisance, or any danger to the Owner or adjacent property shall occur, the Owner shall immediately, at Owner's expense, take all measures necessary to replace, repair, maintain, or correct any problems with the Grinder Pump and pressure line so as to immediately eliminate any nuisance or hazard. Owner agrees that in the event Owner does not commence work to correct any said defects or problems as defined in this paragraph within a period of 48 hours after being notified by Hamilton Township, HTMA, or any other agency of the Commonwealth to do so, HTMA may enter upon the premises of Owner to inspect, replace, repair, install, maintain, or take any other measures as are necessary to abate the nuisance and eliminate the hazard. In the event that Hamilton Township or HTMA is required to take such measures, Owner shall reimburse expenses, including Court costs and attorney's fees, incident to the repair, replacement, maintenance, or any other measure taken to abate the nuisance or eliminate the hazard. Owner further agrees that such costs may be entered against Owner/the property as a municipal lien upon Owner's real estate if prompt payment is not received by HTMA.

6. Owner shall annually renew, at Owner's own expense, for the life of the Grinder Pump and shall annually provide to HTMA a copy of the maintenance contract with a plumber duly registered in the Township to service the grinder pump together with all appurtenances, equipment, and components ("Maintenance Contractor").

7. Owner, at Owner's own expense, shall have the Maintenance Contractor inspect the Grinder Pump at least every three (3) years and have the Maintenance Contractor provide the Owner and HTMA with copies of the inspection report, signed by the Maintenance Contractor, certifying that the Grinder Pump is operational. The costs of such inspections shall be borne solely by the Owner. The report shall also indicate resolution of any deficiencies noted in the maintenance Contractor's inspection or any service or alarm call during the period between inspections. If a revision or modification is made to the Grinder Pump, an amended and revised drawing detailing the revision or modification shall be provided to Owner and HTMA. Owner is responsible for obtaining any required permits from the Township and/or HTMA for any revision or modification to the Grinder Pump.

8. In the event Owner fails or refuses to have any inspections conducted, provide HTMA with required reports, fails to have any repairs noted in the Maintenance Agreement and/or applicable laws, ordinances, rules and/or regulations of any governmental entity having jurisdiction, it shall be deemed a violation of this Agreement and HTMA's rules and regulations. In such event, HTMA shall have the right, but not the obligation, to enter upon the Owner's property to conduct the necessary inspections of the Grinder Pump and to make any and all necessary repairs, whether such inspection and/or repairs is completed by HTMA or a licensed contractor retained by HTMA. Owner agrees that Owner shall be solely responsible for any and all costs associated with HTMA's inspections and repairs. Owner further agrees to indemnify and

hold harmless HTMA from any and all claims, actions, damages, liabilities, costs, demands, losses, and/or expenses, including but not limited to reasonable attorney's fees, resulting from any inspections and/or repairs performed by HTMA. Payment of such charges shall be made by the Owner with thirty (30) days of the presentation of the written invoice. If payment is not received by HTMA within such thirty (30) day period, HTMA may proceed to collection of HTMA's costs and expenses by any means provided by law including but not limited to the filing of a lien against Owner's property or referring for prosecution as a summary offense any such violation under the ordinances of the Township and/or the rules and regulations of HTMA.

9. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10. If any provision of this Agreement is determined to be invalid, such invalidity shall not affect nor impair the validity of the other provisions that shall be deemed severable to this extent and shall remain in full force and effect. The provisions of this Agreement are intended to be and shall be deemed severable.

11. This Agreement is binding on the heirs, executors, administrators and/or assigns of the parties, shall run with the real estate and shall be recorded in the office of the Recorder of Deeds of Franklin County, Pennsylvania. Owner shall bear the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto affixed their hands and seals the day and the year first written above.

WITNESS

OWNER

WITNESS

OWNER

WITNESS

HAMILTON TOWNSHIP
MUNICIPAL AUTHORITY

OWNER NOTARIZATION – INDIVIDUAL(S)

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF _____

:

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that, being authorized to do so, executed same for the purposes therein contained.

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

_____(SEAL)
Notary Public

OWNER NOTARIZATION – CORPORATION

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF _____

:

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that as such, being authorized to do so executed same for the purposes therein contained.

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

_____(SEAL)
Notary Public

HAMILTON TOWNSHIP MUNICIPAL AUTHORITY NOTARIZATION

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF _____

:

On this the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that, being authorized to do so, executed same for the purposes therein contained.

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

_____(SEAL)
Notary Public

MAIL TO: Hamilton Township Municipal Authority, 1270 Crottlestown Road, Chambersburg, Pennsylvania 17202