

RALPH HARVEY, Chairman
DONALD ATKISS, Vice Chairman
GEORGE LANDES, Asst. Secretary
BARRY WERT, Secretary/Asst. Treasurer
CHARLES SIBEL, Treasurer

PETER R. DORNEY, Executive Director



GHD INC
Engineer

HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN
Solicitor

INSTRUCTIONS FOR GRINDER PUMP AGREEMENTS

Tax Parcel number must be included.

Individual Owner Signatory

All deed-listed owners must sign the Agreement

Signatures must be notarized

Signatures should, but not must be witnessed in the presence of the notary.

Corporate Owner Signatory

Signatures must be notarized

Signatures MUST be witnessed

HTMA Signatory

Signature must be notarized

Signature must be attested, but not necessarily in the presence of the notary

Note: Individual Owner and Corporate Owner Notary pages are different.

GRINDER PUMP MAINTENANCE AGREEMENT

This Grinder Pump Maintenance Agreement (“Agreement”), made this ____ day of _____, 20____, by and between **HATFIELD TOWNSHIP MUNICIPAL AUTHORITY** (the “Authority”) and _____ (the “Owner”).

Recitals

- A. The Authority owns and operates a sanitary sewage collection system (“System”) servicing Hatfield Township (“Township”);
- B. Owner is the legal owner of certain real property located in Township being tax parcel no. _____ (the “Property”) and desires to connect the Property to the System;
- C. The Property is situated in such a manner that connection to the system will require the use of a sewage grinder pump along with any necessary associated force mains or low-pressure laterals (collectively “Grinder Pump”);
- D. Recognizing that the proper operation of a Grinder Pump is critical to the performance of the System, the Authority and Owner hereby set forth the maintenance requirements for the Grinder Pump.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereto agree as follows:

- 1. The Owner, or the Owner’s contractor, shall furnish and install a Grinder Pump and associated equipment, at Owner’s own expense. Such Grinder Pump and installation thereof shall copy with the provisions of the Township Plumbing Code and/or any then current applicable rules and regulations of the Authority.
- 2. The Owner shall annually renew, at Owner’s own expense, for the life of the Grinder Pump and shall annually provide to the Authority a copy of a maintenance contract with a plumber duly registered with Hatfield Township, or a private, independent contractor who has been given special training by the original equipment manufacturer to service the Grinder Pump and all appurtenances (collectively “Maintenance Contractor”).
- 3. The Owner shall have the Maintenance Contractor inspect the Grinder Pump at least every three (3) years and have the Maintenance Contractor provide the Owner and the Authority 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 the Owner and the Authority. The Owner is responsible for obtaining any required permits from the Township for any revision or modification to the Grinder Pump.

GRINDER PUMP MAINTENANCE AGREEMENT

- 4. In the event the Owner fails or refuses to have any inspections conducted, provide the Authority with required reports, fails to have any repairs noted in the Maintenance Agreement or Ordinance, it shall be deemed a violation of the Ordinance and/or the Authority’s rules and regulations. In such event, the Authority shall have the right to enter upon the Property to conduct the necessary inspections of the Grinder Pump and to make all necessary repairs. Owner agrees that Owner shall be solely responsible for all costs associated with the Authority’s inspections and repairs. Owner further agrees to indemnify and hold harmless the Authority from any and all claims, actions, damages, liability cost, demands, loss and expense, including reasonable attorney’s fees, resulting from any inspections and/or repairs performed by the Authority. Payment of such charges shall be made by the Owner within thirty (30) days of the presentation of written invoice. If payment is not received by the Authority within such thirty (30) day period, the Authority may proceed to collection of the Authority’s costs and expenses by any means provided by law, including the filing of a lien against the Property or referring for prosecution as a summary offense any such violation of the Ordinance or Authority rules and regulations.

- 5. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

- 6. This agreement shall be recorded in the office of the Recorder of Deeds of Montgomery County, Pennsylvania, at the sole expense of the Owner, and that this Agreement shall be binding upon the Owner, its successors and assigns, including any and all successors in title to the aforesaid property which are the subject of this Agreement, irrespective of the form of Ownership.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

ATTEST:

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

BY: _____

WITNESS:

PROPERTY OWNER

WITNESS:

PROPERTY OWNER

GRINDER PUMP MAINTENANCE AGREEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : ss.
:

On the _____ day of _____, A.D., 20____, before me, the undersigned officer,
personally appeared _____, who acknowledged himself/herself to be the
_____ of _____, a Pennsylvania
corporation, and that he/she as such officer being authorized to do so, executed the foregoing instrument
for the purposes therein contained by signing the name of the corporation by himself/herself as
_____.

Notary Public

GRINDER PUMP MAINTENANCE AGREEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : ss.
:

On the _____ day of _____, A.D., 20____, before me, the undersigned property owner (Owner), personally appeared _____, known to me (or satisfactorily proven) to be person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

GRINDER PUMP MAINTENANCE AGREEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : ss.
:

On the _____ day of _____, A.D., 20____, before me, the undersigned property owner (Owner), personally appeared _____, who acknowledged himself/herself to be the Executive Director of the HATFIELD TOWNSHIP MUNICIPAL AUTHORITY, a Municipal Corporation, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Municipal Corporation by himself/herself as the Executive Director.

Notary Public