

**GRINDER PUMP STATION
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ and _____, (hereinafter the “Property Owner), and East Goshen Township, Chester County, Pennsylvania, (hereinafter “Township”);

WITNESSETH

WHEREAS, the Property Owner is the owner of certain real property in East Goshen Township located at _____, _____, PA _____ by virtue of a deed of conveyance recorded in the land records of Chester County, Pennsylvania, at Deed Book _____, Page _____, and having UPI No. of _____ (hereinafter “Improved Property”); and

WHEREAS, the Property Owner intends to connect the Improved Property to the East Goshen Township Sewer System with a Grinder Pump.

WHEREAS, the Township and the Property Owner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that the Grinder Pump and its associated piping be constructed and maintained.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. The Property Owner shall construct the Grinder Pump in accordance with the plans and specifications approved by the Township and recorded with this agreement.
3. The Property Owner shall operate and maintain the Grinder Pump in accordance with the manufacturer’s recommendations.
4. The Property Owner shall be responsible for all costs associated with the operation, maintenance and repair of: 1) the sewer piping between the building and the Grinder Pump, 2) the Grinder Pump, and 3) the discharge piping from the Grinder Pump to the sewer main, unless the discharge piping connects to a cleanout on a gravity lateral stub, in which case the Property owner’s responsibility shall be from the Grinder Pump to the cleanout.
14. This Agreement shall inure to the benefit of and be binding upon, the Township and the Property Owner, as well as their heirs, administrators, executors, assigns and successors in interest.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property, in perpetuity.

WITNESS the following signatures and seals:

For the Property Owner:

Commonwealth of Pennsylvania

County of _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20__.

NOTARY PUBLIC

(SEAL)

For the Township:

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20__.

NOTARY PUBLIC

(SEAL)

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