

AGREEMENT FOR USE OF SEWAGE GRINDER PUMP SYSTEM

THIS AGREEMENT, made this ____ day of _____, 20____ between the
DERRY TOWNSHIP MUNICIPAL AUTHORITY, (“Authority”); and, _____
_____, (“Owner”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the Authority owns and operates a sewage collection, conveyance, and treatment facility (collectively the “Facilities”) which serves portions of Derry Township, Dauphin County, Pennsylvania and a portion of Londonderry Township, Dauphin County, Pennsylvania; and

WHEREAS, Owner owns real property located at _____

_____ (the “Property”) acquired by Owner through a deed recorded in Dauphin County in Deed Book/Record Book _____ Page _____; and

WHEREAS, Owner desires to install a sewage grinder pump, pump appurtenances, pump chamber, and low pressure building sewer line (collectively the “Pump System”) which is required to make sewage service available to all or a part of the property referred to above; and

WHEREAS, the Parties hereto desire to enter into this Agreement for their mutual benefit and for the purpose of accomplishing the objectives provided herein.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises, covenants, and undertakings herein contained, each binding itself and representing that it has proper legal authority to enter into this Agreement, and intending to be legally bound, agree as follows:

1. Owner shall install, at their sole cost and expense, such Pump System to properly convey sewage from the Owner’s Property to the Authority’s Facilities at a point in the public right of way.
2. Subject to the terms of this Agreement, the Authority agrees to permit Owner to connect to and to pump sewage from the Property to the Authority’s Facilities.

3. The Parties agree that the Authority shall have no responsibility for the operation, maintenance, repair, or replacement of the Pump System including any gravity and/or pressure portions of the building sewer, as all aforementioned obligations will remain the responsibility of the Owner.
4. The Pump System shall conform to all of the Authority's requirements. The Owner shall submit documentation to the Authority for a determination of whether the proposed Pump System installation meets the Authority's requirements and whether the Pump System will serve its intended purpose. Prior to the installation of the Pump System, the Owner must receive written approval from the Authority of the proposed installation.
5. Owner agrees that the connection from the Property to the Facilities is subject to the terms and conditions of the Ordinances of Londonderry Township requiring connection to the Authority's Facilities and will also be subject to such rules and regulations as shall be adopted, from time to time, by the Authority, in connection with the operation and maintenance of its Facilities.
6. Nothing in this Agreement shall be construed to relieve the Owner of their obligation to pay monthly user charges imposed by the Authority for sewage service or entitle the Owner to an abatement of such charges as the result of this Agreement.
7. Pursuant to this Agreement, the Authority shall have no responsibility for any malfunction of the Pump System. In the event of a malfunction of the Pump System, the Owner shall not be entitled to an abatement of user charges.
8. It is intended that the terms of this Agreement shall be binding upon the heirs, executors, administrators, and assigns of the Parties hereto, and specifically that the obligation to operate, maintain, repair, and replace the Pump System, building sewer, or any other facilities required to convey sewage from the Owner's property to the Authority's Facilities shall run with the land and shall be binding upon subsequent Owners of the Property.
9. In order to effectuate the purposes of the preceding paragraph hereof, it is understood and agreed that this Agreement shall be filed in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, and indexed therein for the purpose of giving notice hereof to all subsequent purchasers or Owners of the Property.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons authorized to sign on their behalf by signing below as of the day and year first above written.

WITNESS:

DERRY TOWNSHIP MUNICIPAL AUTHORITY

Title: _____

BY: _____
Executive Director

WITNESS

OWNER
Printed Name _____

WITNESS

OWNER
Printed Name _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

This record was acknowledged before me on _____
by **WILLIAM G. REHKOP III** as Executive Director who represents that he is authorized to act on behalf of
Derry Township Municipal Authority.

Notary Public

Printed Name

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

This record was acknowledged before me on _____

by _____
(printed name of individual)

Notary Public

Printed Name

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

This record was acknowledged before me on _____

by _____
(printed name of individual)

Notary Public

Printed Name