

GRINDER PUMP INSTALLATION AND OWNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between:

NAMES, husband and wife, whose current address is **ADDRESS, Grove City, Pennsylvania 16127**, and their heirs, successors and assigns, all hereinafter “Owners;”

AND

LIBERTY TOWNSHIP BOARD OF SUPERVISORS, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at 2873 Mercer-Butler Pike, Grove City, Mercer County, Pennsylvania, hereinafter “Township.”

WHEREAS, Owners currently own, in fee, or have an equitable interest in, real estate located in Liberty Township, Mercer County, Pennsylvania, known as **ADDRESS, Grove City, Pennsylvania 16127**. **NAMES** took title by deed dated **DATE** and recorded **RECORD DATE** at **DEED or INSTRUMENT NUMBER**, Mercer County Records, to which deed specific reference is made for a description of the real estate, hereinafter “Realty;” and

WHEREAS, the Township owns and operates a public sanitary sewage system which will service the Realty; and

WHEREAS, in order to properly service the Realty it will be necessary for the Owners to install a grinder pump upon the Realty; and

WHEREAS, it is the desire of both parties to set forth their agreement in writing with the understanding that the agreement will be recorded in the Office of the Recorder of Deeds of Mercer County, Pennsylvania and become binding upon each of the parties, their heirs, successors and assigns;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions heretofore and hereinafter set forth, the parties agree as follows:

1. The Township will provide to the Owners and at the Owners expense at the equipment costs in effect at the time that the grinder pump is provided, a new Environment One Corporation grinder pump and control panel, which will be installed by the Owners at the Realty. The equipment cost is in addition to the sewage service Tapping Fee.

2. When the Owners have completed said installation of the grinder pump unit, grinder pump control panel and pressure sewer service line between the grinder pump and the main pressure sewer line, and after a satisfactory inspection has been performed by the Township, the Owners will install at the Owners expenses, a gravity sewer line from the home to the grinder pump unit and electrical service to the grinder pump alarm panel, in accordance with the Township's technical specifications which will be provided to the Owners at the time that the Owners make application for sewage service with the Township.

3. The point of installation of the grinder pump shall be as determined by the Owners in consultation with the Township, and a construction drawing must be submitted to the Township as part of the sewage service application. The grinder pump must be installed in such a place within the Owner's Realty as to be easily accessible to the Township for the purposes of inspection. To that end, the Owners grant to the Township the right and privilege to enter upon the Realty at such times and in such places as may be reasonably and directly necessary for the periodic inspection of the grinder pump.

4. All costs related to the operation of the grinder pump, including utility costs associated therewith after installation, shall be borne by the Owners.

5. The Owners shall be responsible to pay the monthly sewer user fee, which may be adjusted by the Township at their discretion.

6. The Owners shall be responsible for all maintenance and repair associated with the operation of the grinder pump and shall bear all the expense associated with said repair and maintenance and, if necessary, the replacement of the grinder pump unit. The replacement of the grinder pump unit shall be with an Environment One Corporation grinder pump unit.

7. Failure by the Owners to properly operate and maintain the grinder pump unit and grinder pump control panel within 14 days of the Township's notification via certified mail to do so, the Township shall have the right to operate and maintain the grinder pump and bill the Owners for all costs including operation, maintenance, repair, legal, administration and incidental costs.

8. It is the intent of both of the parties that covenants contained herein shall be covenants running with the land and that this Agreement will be recorded in the Office of the Recorder of Deeds of Mercer County, Pennsylvania, and is intended by the parties to be binding upon themselves, their heirs, successors and assigns in accordance with its terms.

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

OWNERS:

LIBERTY TOWNSHIP:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MERCER :

On this, the _____ day of _____, 2025, before me, the undersigned officer, personally appeared _____ and _____ known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within and acknowledged that they executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF MERCER :

On this _____ day of _____, 2025, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of Liberty Township Board of Supervisors, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Liberty Township by himself as the Chairman.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: _____
Notary Public