

Grinder Pump Easement & Maintenance Agreement

Lancaster Area Sewer Authority

This Agreement made as of the _____ day _____, 2016 by and between the Lancaster Area Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its office located at 130 Centerville Road, Lancaster PA 17603 (hereinafter called the "Authority"), and _____ at _____ Pennsylvania (hereinafter whether one or more called the "Property Owner").

WHEREAS, Property Owner is the owner of a property in West Hempfield Township, Lancaster, Pennsylvania, by virtue of a Deed recorded at Instrument No. _____, in the office of the Recorder of Deed in and for Lancaster County, Pennsylvania (herein called the "Property"), and

WHEREAS, the Authority has installed, at its sole cost, a grinder pump system on the Property so that the Authority can provide public wastewater service to the Property, and

WHEREAS, the grinder pump system consists of a grinder pump, a grinder pump basin, an electric control panel along with related conduits and wiring from the panel to the basin, and a pipeline from the grinder pump basin to the Authority's sanitary sewer main (hereinafter called the "Grinder Pump System"), and

WHEREAS, the Property Owner will install or has installed, at its sole expense, the electrical line from the house to the electric control panel and the pipeline (service line) from the house to the grinder pump basin (hereinafter called the "Property Owner's Portion of the System"), and

WHEREAS, the Authority agrees to maintain ownership of the Grinder Pump System, and to provide for operation, maintenance, repair, service and replacement for the Grinder Pump System, under certain conditions which are outlined in this Agreement.

NOW THEREFORE, for and in consideration of the covenants set forth herein, and intending to be legally bound, the parties to this Agreement agree as follows:

Ownership

1. Authority shall own and be responsible for any and all operation, maintenance, service, repair, and replacement of the Grinder Pump System, at Authority's sole cost except for certain exceptions outlined herein.
2. Property Owner shall own and be responsible for any and all operation, maintenance, and service of the Property Owner's Portion of the System, including electricity to operate the Grinder Pump System, at the Property Owner's sole cost. The Authority shall have no responsibility for the operation, maintenance, repair or replacement of the Property Owner's Portion of the System.

Services Provided by Authority

3. The Authority shall perform routine maintenance of the Grinder Pump System and repair or replace Grinder Pump System components that are malfunctioning, provided those damages are due to ordinary wear and tear.
4. The Authority shall, at its sole cost, be responsible for the actual service work (including repairs or replacements) that it performs, or has performed to the Grinder Pump System, while on a service call, provided such repairs or replacements are not caused by Property Owner's negligence or willful actions as described elsewhere in this Agreement.
5. The Authority reserves the right to charge Property Owner for repair costs that the Authority, at its sole discretion, determines to be caused by the Property Owner's negligence or willful violation of the Authority Rules and Regulations, including the discharge of prohibited materials as more fully described in the Authority Rules and Regulations. A copy of the current version of the Authority Rules and Regulations related to the discharge of prohibited materials into Authority-owned Grinder Pump Systems is attached to this agreement as Exhibit "A" and made part hereof. Repair costs, for the purpose of this section, shall include all costs incurred by the Authority in responding to a Property Owner service call request, including costs of transportation of Authority personnel to and from the Property when responding to a service call request from the Property Owner, and all repair costs including personnel time, materials, and supplies needed for the repair. Personnel time costs shall include direct labor, overhead and fringe benefits. Property Owner hereby agrees to make prompt and full reimbursement of such costs when invoiced by the Authority.

Access

6. Property Owner agrees to keep the Grinder Pump System accessible to the Authority and unobstructed at all times. Accessible and unobstructed means that, other than the structure that the electrical control panel is fastened to, none of the following shall be placed within five (5) feet of the Grinder Pump System components:
 - Structures
 - Fencing
 - Fixed objects
 - Unattached/readily movable objects, unless authorized in writing by the Authority
 - Trees, shrubs, and other plantings, other than turf grass, unless authorized in writing by the Authority
7. Property Owner agrees to cooperate fully with the Authority in providing free and clear access at all reasonable times to the Authority for the purpose of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System. Property Owner agrees that no new buildings or other new structure, plantings, fencing, or other fixed or movable objects shall be placed on the property that would obstruct the Authority from free access to the Grinder Pump System.

8. The Authority shall repair or compensate the Property Owner for damages which may be suffered in the construction, reconstruction, repair, inspection, testing, operation, maintenance, service, removal and relocation of the Grinder Pump System, except that the Authority shall not be responsible for repairing or replacing any landscaping, surface material or other surface, fencing, or buried and/or other site improvements that constitute obstructions as prohibited in this Agreement.
9. The Property Owner is encouraged, but not required, to remove snow from the access easement to the Grinder Pump System. In lieu of the Property Owner removing the snow, the Property Owner shall permit the Authority to clear snow from the access easement as necessary to access the Grinder Pump System. Although the Authority will attempt to minimize disturbance to the Property when clearing snow, the Authority shall not be responsible for repairing or replacing any turf grass damaged during the removal of snow.
10. The Authority shall not be responsible to repair or replace turf grass or turf on the Property due to normal wear and tear as a result of the Authority's operation and maintenance of the Grinder Pump Systems, including damage caused by vehicles or foot traffic during wet weather.

Granting of Easement and Right-of-way

11. Property Owner (the "Grantor") grants at no cost to Authority and Authority's employees, agents, engineers, contractors and representatives (the "Grantee") the free and uninterrupted perpetual right, use, liberty and privilege of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System on, upon, under and through the property, with an address as set forth in Exhibit "B" hereto attached and made part hereof.
12. The width of the easement or right-of-way herein granted for the constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Grinder Pump System shall be ten (10) feet, being five (5) feet on each side of the installed pipe and/or conduit line location, plus the area on which the Grinder Pump Basin is located and a ten (10) feet radius perimeter around the grinder pump basin.
13. Together with free ingress, egress and regress to and for the said grantee, its successors and assigns, and its agents or employees, on, over, and through the land as identified as Exhibit "B" (as limited in width as hereinbefore described), at all times and seasons forever hereafter, in order to construct, reconstruct, repair, inspect, test, operate, maintain, service, remove and relocate the Grinder Pump System, wherever the Grinder Pump System is located on the Grantor's property.
14. The Grantor herein as a covenant running with the land, for himself or herself, his or her heirs, executors, administrators, successors and assigns, does covenant that no new building or other new structure shall be erected or maintained within the width of the easement or right-of-way herein granted.

15. Grantee shall pay, or cause to be paid to the party entitled thereto, all damages to fences, timber, buildings or land which may be suffered in the construction, reconstruction, repair, inspection, testing, operation, maintenance, service, removal and relocation of the Grinder Pump System within the boundaries of the right-of-way or easement as described herein on the property as identified on Exhibit "B", provided the damages are not to repair or replace any landscaping, surface material or other surface, fencing, or buried and/or other site improvements that constitute obstructions as described in this Agreement.

Indemnity and Liability

16. Property Owner agrees to defend, indemnify and hold harmless the Authority, its officers and board members, its servants, agents and/or employees, from any claim for any injury or damage of any nature or kind whatsoever, including costs of investigation and defense and including but not limited to reasonable attorneys' fees, arising from the use, maintenance, repair or replacement of the Property Owner's Portion of the System or from the Property Owner's negligent or willful actions with respect to the use of the Grinder Pump System.
17. Property Owner hereby releases and forever discharges the Authority from any and all claims in law or in equity from any damage that may result from the flooding in a basement or a section of any building below grade construction which has plumbing fixtures, caused by blockage, or back flow of sewers occurring in the Property Owner's Portion of the System. The Property Owner, for him or herself and for Property Owner's successors and assigns hereby acknowledge their full responsibility for the operation, maintenance or repair or replacement of the Property Owner's Portion of the System, and acknowledge that the Authority is not in any way responsible for such operation, maintenance, repair or replacement of Property Owner's Portion of the System.

Assignability

18. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto. All covenants and obligations contained in this Agreement shall be covenants and obligations running with the land and shall be binding upon subsequent owners of the Property. This Agreement shall be filed and recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, and indexed therein against the Property Owner and the Property for the purpose of giving notice to subsequent owners of the Property. Costs of filing and recording shall be paid by Authority.
19. If the Property is sold, then at the time of settlement Property Owner agrees to include in the deed for the Property a provision imposing on the purchaser, his or her heirs, assigns and successors in interest, the ongoing obligations and conditions contained in this Agreement.

Rules and Regulations

20. Property Owner shall comply with all Authority rules and regulations regarding the use of the Grinder Pump System and the Authority sewer system.
21. Owner shall pay to Authority all regular fees and expenses for sewer service in accordance with the established rate schedule for the Authority's sanitary sewer system.
22. If the Authority determines the Property Owner is "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including without limitation violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, the Authority may, at its sole discretion, turn over all ownership, operating and maintenance responsibilities of the Grinder Pump System to the Property Owner. "Repeatedly" for the purpose of this Agreement, shall mean three (3) times or more per year, or two (2) times or more per year for two (2) consecutive years.

Miscellaneous

23. Property Owner agrees that he/she shall not make any structural changes or modifications to the Grinder Pump System without the Authority's written consent and approval. Any Property Owner modifications, if approved by the Authority, shall be at the Property Owners' sole expense.
24. Any Property Owner modifications made to the Grinder Pump System without the Authority's written consent shall relieve the Authority of its obligation to repair or replace the Grinder Pump System components at the Authority's cost and expense.
25. Upon discovery by the Authority of any unauthorized modifications to the Grinder Pump System, or if the Authority determines the Property Owner is "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, the Authority shall give written notice of such modification or repeated violations to the Property Owner. Such notice shall specify a date, not sooner than 30 days from the date of such notice, when the Authority will, on and after such date, be relieved of its obligations to own, operate, maintain, service, and to make repairs and replacements to the Grinder Pump System, at the Authority's expense.

Upon receipt of said notice, the Property Owner may, prior to the date specified in the notice, appeal the Authority staff's decision to terminate the Authority's obligations under this Agreement with respect to owning and performing operation, maintenance, service, repairs and replacements at the Authority's own cost and expense.

If an appeal is filed by a Property Owner in a timely manner, the appeal shall be heard by the Board of the Authority, or by a committee of the Board appointed by the Authority Board for such purpose. During the pendency of the appeal, if any repairs or replacements are required to the Grinder Pump System, the Authority shall perform such repairs or replacements in accordance with this Agreement. If, upon completion of the appeal and a decision by the Authority Board or a committee of the Board, that the modification to the Grinder Pump System were not authorized by the Authority, or that the Property Owner was "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, then any work performed by the Authority during the pendency of the appeal, and all work thereafter performed on the Grinder Pump System, shall be billed to the Property Owner and the Property Owner shall be responsible for payment of the costs and expenses of such repairs or replacements.

In the event the Authority Board, or a committee of the Board empowered to act for the Board, finally determines that Property Owner has made unauthorized repairs, or that the Property Owner was "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, or in the event no appeal is filed by the Property Owner to the notice within the timeframe specified, then in either case, the Authority shall thereafter be authorized to file and record a supplement to this Agreement in the Lancaster County Recorder of Deeds Office, indicating that the Grinder Pump System has been modified by the Property Owner without Authority authorization and consent, or that the Property Owner was "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, and that the Authority shall be relieved of its obligations to own, operate, maintain, service, and provide for repairs or replacements to the Grinder Pump System. Costs of filing and recording the supplement shall be paid by Property Owner.

If the Board, or a committee of the Board, decides upon appeal that Property Owner's actions did not rise to the level of an unauthorized repair, or did not rise to the level of "repeatedly" causing the Authority to incur repair costs due to the Property Owner's negligence or willful actions including violation of the Authority's Rules and Regulations, including the discharge of prohibited materials, then upon such decision, the duties of the parties shall remain as originally set forth in this Agreement, and no supplement to this Agreement shall be filed by the Authority.

26. This Agreement shall be recorded in the Recorder of Deeds office in and for Lancaster County, Pennsylvania, and shall serve as notice to the owners of the Property of the existence of this Agreement and the duties imposed on the owners of the Property with respect to the matters set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the ____ day of ____, 2016.

Attest/Witness:

AUTHORITY:

LANCASTER AREA SEWER AUTHORITY

By: _____

OWNER:

[PRINT NAME]

[PRINT NAME]

COMMONWEALTH OF PENNSYLVAN :

: SS:

COUNTY OF LANCASTER :

On this the ____ day of ____, 2016, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Lancaster Area Sewer Authority, a Municipal Authority, and that such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Authority by himself as _____.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF LANCASTER

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On this the ____ day of _____, 2016, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public

SAMPLE

EXHIBIT A
Rules and Regulations

E. Except as otherwise provided in the Authority Rules and Regulations, no user discharging to an Authority-owned Grinder Pump System shall discharge or cause to be discharged into Grinder Pump System any sewage, industrial waste, pollutant or other matter or substance containing

1. Diapers, baby wipes, adult wipes, or shop rags
2. Feminine products, sanitary napkins or tampons of any kind
3. Cloth of any kind
4. Glass or metal or plastic products of any kind
5. Excessive amounts of oil and grease of any kind
6. Lubricating oils
7. Kitty litter
8. Other large non-wastewater items such as toys
9. Seafood shells
10. Explosive or flammable materials, including but not limited to gasoline or kerosene
11. Paint thinner, solvents, or antifreeze

For the purpose of this section, a Grinder Pump System includes a grinder pump, a grinder pump basin, an electric control panel along with related conduits and wiring from the panel to the basin, and a pipeline from the grinder pump basin to the Authority's sanitary sewer main.