

GRINDER PUMP INSTALLATION AND MAINTENANCE AGREEMENT

I. DATE: This GRINDER PUMP INSTALLATION AND MAINTENANCE AGREEMENT (“Agreement”) is being entered into on the _____ day of _____, 2014.

II. THE PARTIES: This Agreement is being entered into by and between Schuylkill County Municipal Authority (“SCMA”), a Pennsylvania Municipal Authority with an address of 221 Centre Street, Pottsville, Schuylkill County, Pennsylvania 17901 and _____ who is record owner of a Property located at _____ and identified as Schuylkill County Tax Parcel No. _____ (Property Owner”).

III. FACTUAL BACKGROUND AND INTENT OF THE PARTIES: Intending to be legally bound, the parties agree as follows:

1. SCMA owns and operates a water and wastewater collection system in Deer Lake and West Brunswick Township, Schuylkill County, including but not limited to a wastewater treatment facility and accompanying piping, connection and service lines.
2. Pursuant to State and Federal rules and regulations, properties within a specified number of feet from SCMA’s wastewater collection system are required to connect to SCMA’s system.
3. Due to elevations of certain properties relative to SCMA’s collection lines, certain properties are required to have installed Grinder Pumps in order to convey and transport wastewater from collection points on the property to SCMA’s collection lines.
4. The Property Owner whose property is the subject of this Agreement owns a property which must: (1) connect to SCMA’s system and (2) have installed a Grinder Pump in order to convey and transport wastewater to SCMA’s system.

5. The parties wish for this Agreement to outline their duties and responsibilities as it relates to the required installation of a Grinder Pump on Property Owner's Property.

IV. TERMS AND CONDITIONS: Intending to be legally bound, the parties agree as follows:

1. SCMA shall provide for Property Owner and his/her/its Property, at its own expense, a certain Grinder Pump Station manufactured by Crane/Barnes, including all associated parts and equipment, as described on the attached Exhibit "A."

2. SCMA shall also install the Grinder Pump at its cost on Property Owner's Property at the location shown on the map/diagram attached as Exhibit "B."

a. Property Owner shall permit SCMA to enter onto Property Owner's Property for the purpose of installing the Grinder Pump. SCMA shall take all reasonable steps to minimize disturbance and damage to Property Owner's Property and shall restore, as best as possible, Property Owner's Property to the same condition as it existed before SCMA started installation of the Grinder Pump.

3. SCMA shall deliver all warranty and operational manuals and information for the Grinder Pump to Property Owner.

4. Electrical service to Grinder Pump control panel shall be provided by Property Owner.

5. Once the Grinder Pump is installed and tested to make sure it operates properly, ownership of the Grinder Pump shall pass to Property Owner and Property Owner shall be responsible to maintain and, if necessary replace, the Grinder Pump as needed.

a. Property Owner shall use the Grinder Pump in a careful and proper manner, shall comply with all applicable laws and regulations including the rules and regulations of SCMA

and/or the Township of West Brunswick, and shall maintain the Grinder Pump in good repair and condition as specified in the manual issued with the Grinder Pump.

b. Property Owner agrees to and shall notify SCMA of any defect in the Grinder Pump discovered during the initial 12 months from the date the Grinder Pump is installed and tested so that SCMA can pursue a warranty claim for replacement of the Grinder Pump.

6. Property Owner shall permit SCMA, with reasonable notification and at reasonable times, to enter and come upon Property Owner's Property for the purpose of inspecting the Grinder Pump and the connection point between the Grinder Pump and SCMA's system.

7. The parties understand that SCMA has not designed, manufactured, sold or otherwise distributed or altered the Grinder Pump. To that end, SCMA has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition of the Grinder Pump. SCMA shall not be liable to Property Owner for any liability, loss, or damage caused directly or indirectly by the Grinder Pump, by any inadequacy or defect, or by any incident in connection with the Grinder Pump. However, SCMA shall be responsible for any damages or losses caused during its initial installation of the Grinder Pump.

8. This Agreement shall be binding on SCMA's and Property Owner's respective successors, assigns, transferees, personal representatives and administrators/executors.

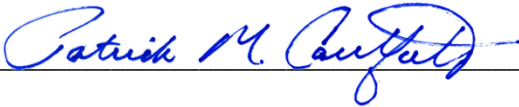
V. CHOICE OF LAWS; VENUE:

The parties expressly understand and agree that Pennsylvania Law shall apply to this Agreement. Any and all claims, suits, disputes and legal proceedings arising out of this Agreement shall be brought, filed and litigated exclusively in the Court of Common Pleas of Schuylkill County and not in any other local, State or Federal Court of the United States of America or the Commonwealth of Pennsylvania.

VI. **SIGNATURES:** IN WITNESS WHEREOF, the parties have executed this Agreement the date stated in Section I, above.

SCHUYLKILL COUNTY MUNICIPAL AUTHORITY

By:



Patrick M. Caulfield, P.E.

Executive Director

PROPERTY OWNER

By: _____

By: _____

ACKNOWLEDGMENT OF CONTRACTOR

The undersigned contractor for installation of the Grinder Pump on the property described in this Agreement, intending to be legally bound, hereby acknowledges receipt of the plans and specifications attached hereto and agrees to install the Grinder Pump in accordance therewith. SCMA and Property Owner shall be considered third-party beneficiaries of the Grinder Pump installation work of the undersigned contractor.

CONTRACTOR:

By: _____

Name: _____

Title: _____