

THORNBURY TOWNSHIP, DELAWARE COUNTY
RESIDENTIAL SEWAGE GRINDER PUMP MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____,
20____ , by and between _____, having an address
at _____, (hereinafter referred to as the
"Owner(s)" for the Property with Folio Number: _____, and address of
_____, and Thornbury Township, Delaware County,
Pennsylvania, having an address at 6 Township Drive, Cheyney, Pennsylvania, 19319
(hereinafter referred to as the "Township").

W I T N E S S E T H:

WHEREAS, the Owner(s) warrant that (he, she, they) are/is the owner and has/have title
in fee simple to a parcel of land located within the corporate limits of the Township, which said
parcel contains a single family home.

WHEREAS, the Owner(s) have requested that the Township enter into an agreement for
maintenance and inspection of the proposed lift pump station and related equipment, including
but not limited to, the tank, pump, controls, piping, connections, electrical equipment, etc. in a
form acceptable to the Township and further subject to the conditions that the Owner(s)
guarantee the performance hereinafter set forth and described to the extent hereinafter described.

NOW THEREFORE, for and in consideration of the covenants contained herein,
the Owner(s) hereby bond and agree as follows:

1. No construction shall commence until the proposed lift station and related equipment design has been approved by the Township Sewer Engineer.

2. No construction shall commence until all requisite state and/or local permits have been obtained.

3. It shall be certified to the Township by the designing engineer that the installation of the lift pump station and related equipment has been completed in full conformance with the approved design and permits granted.

4. The township shall at all times have access to the exterior components of the system for inspection as deemed necessary by the Township. The Owner(s) shall agree to the inspection of associated components within the single family home upon request for inspection if deemed necessary by the Township.

5. The property owner(s) shall order an inspection of the pump tank, pump, piping, controls and electrical components at least annually or as deemed necessary by the Township. Such inspection shall be conducted by a person acceptable to the Township as having the minimum expertise necessary to perform an acceptable inspection of the entire system. An inspection report shall be submitted to the Township Code Official on the most current Township inspection report form.

6. The Owner(s) shall repair and/or replace any part or all of the system found by the Owner(s) or by Township inspection, to be defective or non-operable. Upon failure to do so within thirty (30) days the owner(s) shall be considered in violation of this agreement. After thirty (30) days the owner(s) shall be assessed a \$100 per day fine for not repairing or replacing defective or non operable components of the system. The Township may affect such repairs or replacements at the expense of the owners. If tampering with the alarm system has been discovered by the Township the \$100 per day fine will be imposed from the day of discovery.

7. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Delaware, Commonwealth of Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors, and assigns, including Owners' successors in title to the aforesaid lot which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner(s) with respect to the operation and maintenance of the System as set forth in this Agreement would also "run with the land" and remain the obligation of the Owners' successors in title. Proof of recordation shall be submitted to the Township before installation of the System commences.

8. The Owner(s) agree to reimburse the Township of Thornbury for any costs incurred by the Township of Thornbury in administering and enforcing the terms of this Agreement. In the event the Owner(s) (or their heirs or assigns) shall fail to pay the Township for such costs or expenses, the Township shall have the right either to sue the said Owners in assumpsit or equity for reimbursement of its costs or to cause a lien to be placed on the Property in the amount of said expenses in accordance with applicable Pennsylvania law. In any action brought by the Township to collect such costs or expenses the owner(s) shall also be liable for all court costs and reasonable attorney's fees.

9. It is expressly understood and agreed that nothing contained herein shall be construed to waive, affect or alter any requirements of the Zoning, Land Development and Subdivision, or other Ordinances of the Township and nothing contained herein empowers any Township officer or employee to waive any requirements of such ordinances.

10. The Owner(s), prior to any further expansion of the single family home or the parcel, shall obtain all appropriate local, state or federal approvals.

11. Owner(s), for themselves, their heirs, administrators, executors, successors or assigns, shall at all times hold the Township harmless from any claims, suits, legal expenses or judgments which may be brought against the Township or against any Township officials and employees under and/or against the Owner(s) or any of their successors in title for any adverse conditions casually and/or directly related to the operation by the Owner(s) of the System. The aforesaid indemnification shall be considered effective upon notification of Owner(s) by the Township within thirty (30) days of the Township's receipt of a claim and/or suit. The Owner(s) shall have the duty to defend the Township, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the Owner(s) of the System. In the event the Owner(s) should fail to undertake the defense of the Township as to any such claim, and the Township is required to enter upon its own defense, Owner(s) shall reimburse the Township for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and shall pay any judgment rendered against the Township as a result of such suit. As to damages alleged to have been caused by reason of the operation of the System, Owner(s) shall have the right and option to join the Township in the defense and/or compromise of such claim and Owner(s) shall only be required to pay those damages and expenses for which the Owner(s) agree to pay, or as required by law it being the express understanding of the parties hereto that the Owner(s) shall not be responsible for any conditions occurring that cannot be demonstrated to be due to the operation and/or malfunction of the System installation by the Owner(s). In the event the Owner(s) (or their heirs or assigns) shall fail to pay the costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to recover the monies it has expended either by suing the Owner(s) (their heirs or assigns) in assumpsit or by causing a lien to be placed on the Property in an amount equal to the sums, costs, attorney's fees and engineering fees expended by the Township as set forth herein.

12. Owner(s) agree to provide to the Township three (3) complete sets of "as built" plans by the engineer of record for the aforesaid System as installed and approved.

13. Property Owner(s) agree to maintain liability insurance on the Property and the System in the amount of at least three hundred thousand dollars (\$300,000.00) to fund Property Owner(s)' legal liability. Property Owners to provide copy of insurance policy to the Township on an annual basis with the inspection report.

14. The Property Owner(s) shall notify the Township seventy-two (72) hours prior to the start of installation and shall coordinate inspections with the Township Code Officials. The Township engineer may perform periodic inspections of installations that are unusual and require engineering expertise.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

Date: _____

OWNERS:

Name

Name

Address

Phone No.:

Witness

Witness

BOARD OF SUPERVISORS
TOWNSHIP OF THORNBURY

JAMES H. RAITH, CHAIRMAN
SUPERVISOR

JOSEPH P. SGRO, VICE-CHAIRMAN
SUPERVISOR

J.P KELLY
SUPERVISOR

ATTEST:

Jacqui Guenther
SECRETARY
DEP Code _____

THORNBURY TOWNSHIP – COPY

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

Date: _____

OWNERS:

Name

Name

Address

Phone No.:

Witness

Witness

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J.P KELLY
SUPERVISOR

ATTEST:

Jacqui Guenther
SECRETARY
DEP Code _____

APPLICANT - COPY

Commonwealth of Pennsylvania
County of Delaware

On this, the _____ day of _____, 20____, before me
_____, 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 executed the same for the purposes therein contained.

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

Title of Officer

Notary Public