

RIGHT OF INGRESS AND EGRESS
AND
GRINDER PUMP CUSTOMER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019 by and between the Rostraver Township Sewage Authority, a Municipal Corporation organized and existing under the Municipalities Authorities Act of 1945, as amended 53 P.S. '301 et seq., (hereinafter "Authority");

AND

_____, (hereinafter "Owner"), owner of the property located at _____ bearing Westmoreland County Tax Parcel ID No. _____ which property is hereinafter referred to as the "Property;"

WITNESSETH

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the issuance, purchase, installation and maintenance of grinder pumps, the covenants and agreements herein contained and other good and valuable consideration, the Owner and the Authority hereby agrees as follows:

1. The Authority acknowledges that the inspection and connection fees will be paid prior to the tap permit being issued, if applicable.
2. The Owner acknowledges and agrees that all the terms and conditions of this Agreement shall be binding on the Owner, his/her/their heirs, assigns and successors.
3. It is understood and agreed between the parties that the Authority intends to provide and maintain and accept as part of the Authority system the Owner's grinder pump, in accordance with the rules and regulations of RTSA. The Owner will own and maintain service lines from the cutoff valve at the street to the home.
4. It is mutually understood and agreed that if and when Authority gravity sewer services is extended to, and is adjacent to the Property, the Owner or his/her/their heirs, assigns and successors, shall disconnect and abandon the grinder pump system and connect to the extended gravity systems at no cost to the Authority within ninety (90) days of notification of service availability by the Authority, and no additional connection cost will be charged by the Authority.
6. It is mutually understood and agreed that where the aforementioned improvements provide for the construction of a portion of the system to be dedicated and conveyed to the Authority, the Owner shall:
 - a. Agree to provide a clear and unobstructed access to the grinder pump at all times.

- b. Agree to provide and pay for any electricity and any other communication wiring deemed necessary to operate the grinder pump system;
- c. Agree to take any and all necessary measures and actions to protect the grinder pump system from grade changes and weather damage;
- d. Agree to be responsible for any and all costs and/or damages associated with re-location of the grinder pump system after RTSA approval has been obtained;
- e. Customer understands and agrees that grinder pump remains the property of RTSA at all times and is the only authorized party to perform maintenance on same.
- f. Agree that in the event of any alarms or at the first sign of any potential problems, the Owner shall immediately contact the Authority. The Authority will make every best effort to respond within four (4) hours of being notified of a problem.

7. It is mutually understood and agreed that the grinder pump system is capable of accepting and pumping a wide range of materials. Examples of items that SHOULD NOT be introduced include, but are not limited to: glass, diapers, metal, plastic objects (toys, utensils, etc.), seafood shells, and/or sanitary napkins or tampons. Furthermore, it is mutually understood and agreed that the following items must NEVER be introduced into the sewer: explosives, strong chemicals, flammable material, gasoline, lubricating oil and/or grease.

8. It is mutually understood and agreed that if the grinder pump system requires repair as a result of misuse or damage by any action of the Owner, or any guest or resident on the Property, the Authority will repair said grinder pump system and the Owner will be responsible and shall reimburse the Authority for any service call charge and repair.

9. It is mutually understood and agreed that in the event Owner moves from the subject property, he/she shall immediately notify RTSA of his/her moving and, if known, identify the new owners of the property to RTSA.

10. It is mutually understood and agreed that by acceptance of the above-stated terms and considerations, the Owner does hereby agree to protect and forever hold the Rostraver Township Municipal Authority harmless from any and all claims, demands or causes of action, of any type whatsoever, from any source, person or entity whatsoever, to include mortgage or other financial interest holders, with regards to any and all damages, interests or claims associated with or related to the operation of the grinder pump.

11. It is mutually agreed and understood that the Owner shall be responsible for all sewer service charges. Furthermore, the Owner agrees that any charges for sewer service, including those imposed by the Agreement, shall constitute a lien on the property until paid in full.

IN WITNESS WHEREOF, the parties, INTENDING TO BE LEGALLY BOUND, hereto has set their hands and seals this day and year first above written.

ROSTRAVER TOWNSHIP
SEWAGE AUTHORITY

WITNESS: _____

Dennis Manown, Chairman

WITNESS: _____

Property Owner

WITNESS: _____

Property Owner

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WESTMORELAND)

On this ____ day of _____, 2019 before me, the undersigned authority, personally appeared David Leach, Jr., known to me to be the person's whose name is subscribed to the within instrument and acknowledge that she executed the same for the purposes therein contained.

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2019

Notary Public

