

**BLAIR TOWNSHIP WATER & SEWER AUTHORITY
WATER/WASTEWATER EXTENSION AGREEMENT
RELATING TO _____
TAX PARCEL NO. _____**

THIS AGREEMENT made and executed on this _____ day of _____, 20__, by and between THE BLAIR TOWNSHIP WATER & SEWER AUTHORITY, 377 Cedarcrest Drive, Duncansville, Blair County, PA 16635, a municipal corporation existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "AUTHORITY"), and _____, a _____ with an address of _____, (hereinafter referred to as "DEVELOPER" and "OWNER").

WITNESSETH

WHEREAS, the DEVELOPER intends to extend the main wastewater and or water line of the AUTHORITY to serve multiple structures on its property, specifically, Tax Parcel No. _____ located in Blair Township, Blair County, Pennsylvania.

The DEVELOPER has made application to the AUTHORITY for permission to construct at DEVELOPER'S own cost and expenses, and by DEVELOPER'S own contractors, a wastewater and or water system to serve several structures on _____, Tax Parcel No. _____, conforming to the Rules, Regulations, and Policy of the AUTHORITY within the above designated and described tract of land shown on the Development Plan and to connect the same when completed unto the existing wastewater and or water system of the AUTHORITY. The primary purpose of the Development is _____.

DEVELOPER acknowledges that such application made after having received information from officials of the AUTHORITY as to the optional methods by which such

construction and connection may be accomplished and the relative costs and expenses thereof under the Rules, Regulations, and Policy of the AUTHORITY;

NOW, THEREFORE, in consideration of the payments and promises hereinafter made, both parties intending to be legally bound hereby, it is mutually agreed as follows:

1. (a) That DEVELOPER, at its own cost and expense, will cause to be prepared by qualified professional engineering personnel, detailed plans and specifications for the proposed extension to the wastewater and or water system of the AUTHORITY.

(b) Such plans and specifications shall conform to the requirements of the AUTHORITY.

(c) All such plans, specifications, and Pennsylvania Department of Environmental Protection (DEP) permit application(s) and supporting data shall be supplied to the AUTHORITY with at least two (2) copies for use by the AUTHORITY, plus such additional number as may be required by DEP and other regulatory bodies. The DEP permit application shall be prepared by the DEVELOPER in the name of the AUTHORITY.

(d) The AUTHORITY will cause such plans, specifications, and permit data to be submitted to the AUTHORITY'S consulting engineers. Such plans, specifications, and permit data shall be revised or amended, if necessary, until they are unequivocally approved by the AUTHORITY, as providing for an extension of a type and nature and so planned and to be constructed as to readily become an integral part of the wastewater and or water system of the AUTHORITY.

(e) Promptly upon the AUTHORITY'S approval as aforesaid, the approved plans, specifications, and permit data will be submitted by the AUTHORITY to DEP requesting approval thereof and the issuance of the appropriate permit(s). Upon receipt of said permit(s) and upon compliance by DEVELOPER with all applicable local ordinances and regulations, the AUTHORITY will notify the DEVELOPER that work may be started.

(f) DEVELOPER shall be responsible for compliance with all DEP soil erosion and sedimentation control requirements. All charges, fees, and fines in connection with these requirements shall be the DEVELOPER'S responsibility.

2. The DEVELOPER shall post a Bond/Letter of Credit which shall cover the cost of construction of the proposed wastewater and or water facilities as shown on the plans and detailed by cost estimate. The Bond/Letter of Credit will remain in place until the AUTHORITY accepts ownership. In connection with this project, the costs for the wastewater and or water extension for said project is \$_____ and therefore, DEVELOPER shall post a Bond/Letter of Credit in the amount of one hundred ten percent (110%) of \$_____ amounting to \$_____, which shall be in a form approved by the Authority's Solicitor.

3. DEVELOPER shall secure all necessary rights-of-way, hire, employ and pay his own contractor or contractors to construct the extension according to the aforesaid approved plans and specifications, and the AUTHORITY shall have no responsibility or liability for payment of any part of the costs or expenses arising out of or relating to said construction or the labor, materials, and equipment used therein or thereon or acquiring

any right-of-ways and for injury or damage to any persons or property occurring upon or associated with the construction of the project.

4. DEVELOPER will not at any time discharge into the wastewater collection system any effluent other than "domestic wastewater" (which term is herein defined to mean "wastewater" other than "industrial waste", as those two terms are defined in Section 73.1 of Title 25, Part I, Subpart C, Article I, Chapter 73 of the Rules and Regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania, and the Rules, Regulations and Policy of the AUTHORITY emanating from the Development) without the express written consent of the AUTHORITY, which consent shall not be unreasonably withheld or delayed, and without complying with such reasonable conditions as the AUTHORITY imposes under its Rules, Regulations, and Policy.

Should the rules, regulations, order of any governmental body or agency hereafter come into effect which prohibit the Authority from accepting certain types of wastewater from the Development, the DEVELOPER relieves the AUTHORITY from any and all responsibility under this Agreement as to the acceptance of such prohibited wastewater.

5. DEVELOPER agrees to give the AUTHORITY ten (10) days written notice of DEVELOPER'S intention to begin construction of the extension of the wastewater and or water line as aforesaid so the same may be properly observed by the AUTHORITY. Any work which has begun before the expiration of such ten (10) day period will not be approved, as well as any improperly constructed work, the existence of which the AUTHORITY has notified the DEVELOPER promptly after such observation which has

disclosed such improper construction. At all times, the contractor shall keep on the construction site, available to the AUTHORITY one (1) copy of the Approved Plans and Specifications, and any shop drawings approved by the AUTHORITY.

6. During the course of the construction, all materials, workmanship and compliance with the approved plans and specifications shall be subject to the observation and approval of the AUTHORITY. Upon completion of the construction and prior to connection of the extension of the wastewater and or water system of the AUTHORITY, the AUTHORITY shall certify the satisfactory completion thereof.

7. Promptly upon completion of the extension, the DEVELOPER shall:

(a) Cause to be prepared and furnished to the AUTHORITY at the expense of the DEVELOPER, two (2) sets of "as-built" drawings of the completed extension project, along with one (1) completed set of reproducible plans.

(b) Cause to be prepared, executed, acknowledged, and delivered to the AUTHORITY ready for recording, at the sole expense of the DEVELOPER, a letter of dedication for the said entire extension project and conveyance of all pipes, manholes and all its appurtenances, as well as all rights, liberties, and privileges appurtenant thereto including right-of-ways over the streets, roads, alleys, other thoroughfares, and private lands necessary to the existence and future maintenance thereof. In the event a deed of dedication is not offered to the AUTHORITY, the AUTHORITY shall be entitled to specific performance of the Agreement and the costs of enforcing the Agreement, including reasonable attorney's fees, which shall be paid by the defaulting party and shall be made a part of the Order of the Court in granting specific performance.

(c) Prior to making physical connection between DEVELOPER'S extension(s) and the AUTHORITY'S wastewater and or water system, and in addition to the approval of the as-built drawings by the Authority's Engineer, the DEVELOPER shall furnish a maintenance bond, satisfactory to the AUTHORITY, with corporate surety to cover all maintenance expenses incurred in connection with the extension for the period of twenty-four (24) months following acceptance by the AUTHORITY of the dedication of such system. The bond shall be in the amount of fifteen percent (15%) of the cost of construction of the extension(s). In connection with this project, the costs for the wastewater and or water extension for said project is \$_____ and therefore, DEVELOPER shall post a maintenance bond in the amount of fifteen percent (15%) of \$_____ amounting to \$_____. In lieu of a bond, the DEVELOPER may post cash in an escrow account in the amounts, as specified above, or a Letter of Credit in the amounts as specified above, provided the Letter of Credit is satisfactory to and in a form approved by the Authority's Solicitor.

(d) The DEVELOPER shall convey unto the AUTHORITY, by an instrument in a form approved by the AUTHORITY and at the DEVELOPER'S cost, an easement in the name of Blair Township Water and Sewer Authority (BTWSA) for the laying, relaying, maintenance and repair for the wastewater and or water in the extension at their installed locations in the beds of such streets or across the land of the Development, or both.

8. Upon receipt of a letter of dedication, or an equivalent instrument in the form approved by the AUTHORITY, the extension project and all parts and appurtenances thereof as above described shall be, become and remain the sole, absolute and

permanent property of the AUTHORITY free and clear of any lien, obligation, or other liability in favor of the DEVELOPER, its successors and assigns, its contractor or contractors, its and their laborers, and material men and any of their creditors, or in favor of any other persons or corporations, to the same end and effect as if the AUTHORITY had constructed the extension project with its own labor and its own expenses; and thereafter the AUTHORITY shall maintain, repair, rebuild, and otherwise act toward said extension as its own property and at its own cost and expense and the DEVELOPER shall have no further obligation or responsibility thereto except as hereinafter provided. Nothing herein shall be construed to discharge or dilute the contractual obligations of the contractor or contractors of the DEVELOPER to guarantee their workmanship and to maintain their ditches and paving for a certain period of time following completion.

9. DEVELOPER agrees to pay all costs incurred by the AUTHORITY in the performance of this Agreement, including but not limited to:

(a) The charges of the Authority's Consulting Engineer for review of plans, specifications, shop drawings, and other data related to the extension(s) and for observation of all construction work on the extension(s) and around the extension(s).

(b) All fees and charges, if any, paid by the AUTHORITY to DEP or other regulatory bodies.

(c) The expenses and charges for observation of construction.

(d) All reasonable and necessary attorney's fees, including \$500.00 for the preparation of this Developer's Agreement, \$200.00 for the Bill of Sale for the transfer of

the wastewater line, and \$200.00 for the Easement and Right-of-Way Agreement for the sewer lines.

DEVELOPER further agrees to deposit, or provide by an equivalent account or source acceptable and approved by the AUTHORITY, prior to the start of construction, and from time to time as required by the AUTHORITY, such sum of money or securities as is deemed necessary by the AUTHORITY to pay the estimated costs which will be incurred by the AUTHORITY for a particular phase of the project. Such sum or securities shall be held by the AUTHORITY, without interest, for application by the AUTHORITY toward payment of the costs incurred by the AUTHORITY, the balance remaining upon completion of that particular phase of the project shall be refunded in full to the DEVELOPER or held for application toward subsequent phases of the work. Should the sum deposited be insufficient to pay the actual costs incurred by the AUTHORITY, the DEVELOPER shall pay the deficiency to the AUTHORITY upon demand and prior to the connection of the extension to the wastewater and or water system of the AUTHORITY.

10. The DEVELOPER agrees to pay to the AUTHORITY, pursuant to resolution of the AUTHORITY a Reservation of Capacity fee as set forth in the AUTHORITY'S Rules, Regulations, and Policy. This fee is payable quarterly in advance for capacity being reserved for that quarter. Failure to make timely payment may result in the cancellation of capacity reserved. In addition to any other remedies that may be available to the Authority, this charge is deemed to represent a municipal claim and may result in a lien being filed against the property for which capacity is or has been reserved.

11. DEVELOPER shall complete this project on or before _____, 20__.

12. OWNER agrees to give to Blair Township Water & Sewer Authority the necessary Easements and Right-of-Ways required by this Agreement.

13. This agreement is intended to implement the provisions of the Rules, Regulations, and Policy adopted by the Blair Township Water and Sewer Authority for the maintenance and operation of the wastewater and or water system and the provisions of this Agreement shall at all times be subject to said Rules, Regulations, and Policy.

14. DEVELOPER and OWNER herewith authorize the Solicitor for the AUTHORITY to enter a municipal lien against the property subject to this Agreement should any engineering fees, attorney's fees, or any other costs pertaining to the project remain unpaid for a period in excess of 30 days.

IN WITNESS WHEREOF, the AUTHORITY has caused the within Agreement to be executed in its corporate name and its corporate seal to be hereunto affixed, duly attested by its Secretary, and DEVELOPER has caused same to be executed by its duly authorized representatives all on the day and date first above written.

ATTEST:

BLAIR TOWNSHIP WATER & SEWER
AUTHORITY (AUTHORITY)

BY: _____

ATTEST:

(DEVELOPER & OWNER)

BY: _____

COMMONWEALTH OF PENNSYLVANIA : SS

COUNTY OF BLAIR :

On this, the _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared _____ of the **BLAIR TOWNSHIP WATER & SEWER AUTHORITY**, who, being authorized to do so, acknowledged that the AUTHORITY has executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA : SS

COUNTY OF BLAIR :

On this, the _____ day of _____, 20____, before me, the undersigned officer, a Notary Public, personally appeared _____, _____ of _____, who, being authorized to do so, acknowledged that the DEVELOPER and OWNER has executed the same for the purposes therein contained.

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

Notary Public