

SPRING-BENNER-WALKER JOINT AUTHORITY

SEWER EXTENSION AGREEMENT

THIS AGREEMENT made and executed on this _____ day of _____, 20____, by and between Spring-Benner-Walker Joint Authority, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Authority"), and _____ (herein after referred to as "Owner").

WITNESSETH

WHEREAS, Owner intends and is about to develop for residential or other purposes a certain tract of land situate in _____, County of Centre, Commonwealth of Pennsylvania, and requests the Authority furnish sewage service thereto; which tract, the location and dimensions of the street, roads and alleys therein, and the existing structures and those intended to be erected thereon, are designated and described on a Development Plan entitled _____, and _____.

WHEREAS, Owner has made application to the Authority for permission to construct, at its own cost and expenses and by its own contractors, a sanitary sewer system conforming to the Rules and Regulations of the Authority within the above designated and described tract of land shown on the Development Plan and to connect same when completed unto the existing sewer system of the Authority. Owner acknowledges that such application was made after having received information from officials of 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 and Regulations of the Authority.

AND WHEREAS, the Owner requests or has requested, through the submission of a sewage planning module for Authority action, that the Authority reserve sufficient capacity in its Sewer System or wastewater treatment facility to accommodate the estimated flows from the above designated and described tract of land.

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 Owner, 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 sewer system of the Authority.

- (B) Such plans and specifications shall conform to the requirements of the Authority.
 - (C) All such plans and specifications, a Pennsylvania Department of Environmental Protection (DEP) permit application, a Pennsylvania Department of Transportation (DOT) permit application, if applicable, proof that the Owner has executed such indemnity agreements, obtained such insurance and surety bonds and /or made such escrow deposits as required by DEP and DOT, if applicable, and supporting data shall be supplied to the Authority with at least three (3) copies for use by the Authority, plus such additional number as may be required by DEP, DOT and other regulatory bodies. The DEP and DOT permit applications shall be prepared by the Owner in the name of the Authority.
 - (D) The Authority may cause such plans, specifications and permit data to be submitted to the Consulting Engineers then representing the Authority. 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 sewer system of the Authority.
 - (E) Promptly upon the Authority's approval as aforesaid, the approved plans, specifications and permit data will be submitted for the Authority to DEP requesting approval thereof and the issuance of a Water Quality Management Permit. Upon receipt of said permit and upon compliance by Owner with all applicable local ordinances and regulations, the Authority will notify the Owner that work may be started.
 - (F) Owner 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 Owner's responsibility.
 - (G) Owner shall be responsible for compliance with all DOT plans, specifications, rules, regulations and requirements, if applicable. All charges, fees and fines in connection with such plans, specifications, rules, regulations and requirements shall be the Owner's responsibility.
2. Owner shall hire and employ and pay his own contractor or contractors to construct the extension according to the aforesaid plans and specification, 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.

3. Owner will not at any time discharge into the Collection System any effluent other than "domestic sewage" (which term is herein defined to mean "sewage" other than "industrial waste", as those two terms are defined in Section 73.1 of Title 25, Part I, Subpart C, Article 1, Chapter 73 of the Rules and Regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania, (Last revised on April 18, 1998) and the Rules and Regulations 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 and Regulations.

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

4. Owner agrees to give the Authority ten (10) days written notice of Owner's intention to begin construction of the extension so that its construction 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 Owner promptly after such observation which has disclosed such improper construction. At all times, the sewer contractor shall keep on the construction site, available to the Authority one (1) copy of the Approved Plans and Specifications, any shop drawings approved by the Authority and the Authority's current Standard Construction and Material Specifications (herein called "Authority's Standard Specifications").
5. 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 sewer system of the Authority, the Authority shall certify the satisfactory completion thereof.

6. Promptly upon completion of the extension, the Owner shall:
- (A) Cause to be prepared and furnished to the Authority at the expense of the Owner, all plans which must be submitted electronically and in hard copy format. Electronic files may be submitted either in CAD format (using the approved seed file as a spatial reference) or GIS format database or shapefile). Electronic files will adhere to the Pennsylvania stateplane feet - North Zone - projection (Datum NAD83) and referenced vertically to existing infrastructure. Drawings will be delivered in hard copy format as well as TIFF uncompressed raster image.
Provide one (1) set of record drawings and 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 Owner, an agreement 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 appurtenance 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 Owner's extension and the Authority's sewer system, Owner shall furnish a maintenance bond, satisfactory to the Authority, with corporate surety to cover all maintenance expenses incurred in connection with the extension for a period of eighteen (18) months immediately following acceptance by the Authority of the dedication of such system. The bond or cash equivalent account shall be in the amount of fifteen percent (15%) of the cost of construction of the extension. This Authority shall be named as the beneficiary of the bond or Bank Letter of Credit, which must be accepted by the Authority. In addition, a developer may deposit this money with the Authority for deposit by the Authority, at its sole discretion, in an interest bearing account naming the Authority as a joint owner of the account. Upon completion of the 18 months without maintenance incidents the original amount of the bond and, interest earnings less 1% (one percent) retained for administrative fees, shall be returned to the owner.

- (D) If construction of the Owner's extension involved work within a DOT right-of-way, prior to making physical connection between the extension and the Authority's sewer system, Owner shall furnish a bond with corporate surety or other security, satisfactory to the Authority and DOT, to cover all maintenance and restoration expenses which may be incurred in connection with a failure of the highway, including a slope or other appurtenance thereto, in the area of the permitted work, for a period of twenty four (24) months immediately following DOT's acknowledgment of completion of the permitted work. The Authority and DOT shall be named as beneficiaries of the bond or other security.
 - (E) Prior to the dedication of the streets to the Township, the Owner shall convey unto the Authority, by an instrument in a form approved by the Authority and at the Owner's cost, an easement for the laying, relaying, maintenance and repair for the sewer lines in the extension at their installed locations in the beds of such streets or across the land of the Development, or both.
7. Upon receipt of a letter of dedication, 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 Owner, its successors or assigns, its contractor or contractors, its and their laborers and materialmen and any of their creditors, or in favor of any other persons or corporation, 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 Owner shall have no further obligation or responsibility thereto except as provided herein. Nothing herein shall be construed to discharge or dilute the contractual obligation of the contractor or contractors of the Owner to guarantee their workmanship and to maintain their ditches and paving for a certain period of time following completion.
8. If construction of the Owner's extension involved work within a DOT right-of-way, Owner agrees to defend, indemnify, save and hold harmless the Authority, its officers, directors and employees from and against any and all claims, demands, actions, causes of action, damages, losses, penalties, fines, assessments, costs and expenses (to include reasonable attorneys' fees, court costs and litigation expenses) asserted or which may be asserted by DOT, persons using the highway within the permitted area of the right-of-way or any other third party, against the Authority, its officers, directors and employees, arising out of the work performed by the Owner in constructing the extension within the permitted area of the right-of-way.

9. Owner agrees to pay all costs incurred by the Authority in 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 sewer extension and for observation of construction.
 - (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 attorney's fees, legal and recording expenses.

Owner further agrees to deposit, prior to the start of construction, and from time to time as required by the Authority, such sum of money 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 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 Owner or held for application towards subsequent phases of the work. Should the sum deposited be insufficient to pay the actual costs incurred by the Authority, Owner shall pay the deficiency to the Authority upon demand and prior to the connection of the extension to the sewer system of the Authority.

10. Owner agrees to pay to the Authority a Reservation of Capacity fee(s) as set forth in the applicable Resolutions, Rules and Regulations adopted and / or approved by the Authority. 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. This agreement is intended to implement the provisions of the Rules and Regulations adopted by the Spring-Benner-Walker Joint Authority for the maintenance and operation of the Sewer System and the provisions of this Agreement shall be at all times be subject to said Rules and Regulations.

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 Owner has caused same to be executed by its duly authorized representatives all on the day and date first above written.

SPRING-BENNER-WALKER JOINT AUTHORITY

BY: _____
(Chairman)

ATTEST:

BY: _____
(SBWJA Secretary)

BY: _____
(Owner)

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