

SUSQUEHANNA TOWNSHIP AUTHORITY

SEWER AGREEMENT FOR SINGLE LOT DEVELOPMENT

OWNER/DEVELOPER: _____

PROPERTY: _____

TAX PARCEL ID: _____

THIS SEWER AGREEMENT FOR SINGLE LOT DEVELOPMENT (hereinafter "Agreement") is made and executed on this ____ day of _____, between the SUSQUEHANNA TOWNSHIP AUTHORITY, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, with its principal office at 1900 Linglestown Road, Harrisburg, Pennsylvania 17110 (hereinafter referred to as AUTHORITY),

and

(Name, whether corporation, partnership or individual, (hereinafter referred to as "OWNER"))

and address of OWNER)

Phone Number

Fax Number

Contact Person

WITNESSETH:

WHEREAS, the tract of land upon which the sewer improvements are to be constructed is owned by _____ as more particularly described in that certain deed recorded in the Office of the Recorder of Deeds to _____ on _____ (hereinafter the "Property"); and

WHEREAS, sewer transmission lines available to serve the Property are situate within the area of the Property and OWNER requests the AUTHORITY to furnish sewage service thereto, which Property, the location of the streets, roads, and alleys therein, and the location of the existing structures and the structure(s) intended to be erected thereon, are generally designated and shown on the attached sketch/plan, which also shows the approximate location of proposed sanitary sewer lateral and the existing sanitary sewer main depth of where the connection to the service lateral will occur.

WHEREAS, OWNER has made application to the AUTHORITY for permission to construct, at OWNER's cost and expense and by its own contractors, a sanitary sewer service lateral and building sewer (the "Sewer Improvements") within the above designated and

described Property and to connect same when completed into the existing sanitary sewer collection system of the AUTHORITY; and

WHEREAS, the AUTHORITY's most recent version, with amendments, of the AUTHORITY's requirements for the sewer improvements entitled "Standard Construction and Material Specifications for Wastewater Collection System Extensions", herein, referred to as "Manual" dated December 2002, can be obtained on the AUTHORITY's website but if OWNER is unable or does not have the capacity to obtain same from such source, AUTHORITY will make a copy to provide to OWNER and OWNER will reimburse AUTHORITY for the reasonable cost therefore; and

WHEREAS, OWNER acknowledges and agrees that the Sewer Improvements, performed by OWNER or his contractor will fully comply and adhere to the provisions contained in the Manual, which shall not, however, in any event modify, waive, limit or otherwise release OWNER from his obligations contained in this Agreement; and

WHEREAS, OWNER upon execution and delivery of this Agreement to AUTHORITY authorizes and directs the AUTHORITY's consulting engineering to perform a cursory review of the sketch/plan and make such recommendations as may be necessary with respect to such plans and to furthermore make any construction observation as required by AUTHORITY in the AUTHORITY opinion; and

WHEREAS, OWNER agrees to pay AUTHORITY charges, fees, and expenses in the manner hereinafter provided; and

WHEREAS, the parties hereto do wish to set forth the terms, agreements, conditions, of their agreement whereby OWNER shall construct the Sewer Improvement.

NOW, THEREFORE, in consideration of the payments and promises hereinafter made, both parties intending to be legally bound hereby, incorporating the introductory paragraph/recitals by reference thereto, it is mutually agreed as follows:

1. OWNER shall submit with this Agreement a sketch/plan to AUTHORITY which may cause or require certain revisions.
2. OWNER shall obtain all at OWNER's cost, all required approvals and permits of such regulatory agency as is required by law and providing AUTHORITY copies of same whereupon the AUTHORITY shall issue the OWNER written wastewater facility connection permit for sewer construction on the Property upon establishment of the escrow account hereinafter identified in this Sewer Agreement, with such conditions, if any, as being applicable in its reasonable discretion.
3. OWNER and OWNER's agents, employees, or contractors, as applicable, shall be responsible for compliance with all local, state, and federal requirements. All charges, fees and fines in connection with any of these requirements shall be the OWNER's responsibility.
4. OWNER shall be responsible for and pay:

- (a) the ENGINEER'S review of any submitted plans or related documents;
- (b) reasonable legal fees for review by the AUTHORITY SOLICITOR which, in the AUTHORITY'S opinion requires legal review of any plans, documents or other legal consultation relating to the application for approval of plans and reviews as are necessary;
- (c) a fee equal to _____ percent (____%) for administrative costs and expenses which are incurred by the AUTHORITY by reason of this Agreement.
 - (i) The OWNER hereby agrees to deposit with the AUTHORITY the sum of dollars (\$.00) as security for the payment of all costs and expenses, charges and fees as set forth in this Paragraph, within five (5) days of the date of this Agreement. It is agreed and understood by the parties that neither the AUTHORITY its SOLICITOR nor AUTHORITY ENGINEER shall commence processing this application and/or the request until the security deposit has been delivered to the AUTHORITY. It is estimated the total amount to be paid, including inspection, will be approximately _____. Any fees charged by the AUTHORITY ENGINEER and/or SOLICITOR, if any, are the identical fee rates charged to the Authority by the AUTHORITY ENGINEER and SOLICITOR.
 - (ii) In the event the AUTHORITY shall expend or become liable for engineering, legal or administrative costs and expenses in an amount in excess of the deposit required in subparagraph (____) hereof, OWNER agrees to promptly deposit such additional sum with the AUTHORITY and shall be provided with a detailed statement of account from the AUTHORITY upon request. In the event the costs and expenses are less than the deposit required, the AUTHORITY shall return the unused funds to the OWNER, or by request of the OWNER..
- (d) The AUTHORITY agrees to render services to the OWNER and to authorize services to be rendered from the ENGINEER and the SOLICITOR in accordance with the review procedures established herein by the AUTHORITY. Plans shall not be reviewed until the security deposit has been paid as provided in this Agreement. OWNER further agrees not to commence work or construction of any sort on the property until the execution of this Agreement, the posting of the security deposit as herein required and receipt of final approval of the sketch/plans.
- (e) The OWNER further agrees to and shall pay for the supervision and construction observation of all the work required either by the AUTHORITY or as authorized by the AUTHORITY to be performed by

the AUTHORITY ENGINEER for which the ENGINEER is required to perform.

5. The OWNER may at any time terminate all further obligations under this Agreement by giving written notice to the AUTHORITY that it does not desire to proceed with work, and upon receipt of such notice by the AUTHORITY, the OWNER shall only be liable to the AUTHORITY for its costs and expenses incurred to the date and time of its receipt of the notice. The AUTHORITY shall use its best efforts to advise the OWNER of the impending likelihood that its costs will exceed the security deposit before its costs exceed said sum.

6. The OWNER shall hire, employ and pay its own contractor(s), subcontractors, surveyor or engineer to survey, design and construct the sanitary sewer lateral and building sewer according to the aforesaid sketch/plan and the AUTHORITY, its servants, agents and/or employees shall have no duty, obligation, responsibility or liability for said design or for payment of any part of the costs or expenses arising out of or relating to said construction or the labor, material, and equipment used therein or acquisition of any acquired right-of-way and the AUTHORITY, its servants, agents and employees, shall have no responsibility or liability whatsoever for any injury or damage to any persons or property occurring upon or associated with the construction. OWNER shall be responsible to strictly adhere to all safety measures or procedures required by statute, regulation and good construction practice. AUTHORITY, its servants, agents or employees shall have no responsibility therefore.

7. During the time of construction of the Sewer Improvement, the OWNER agrees to indemnify and hold harmless the AUTHORITY, all of its officers, its servants, agents and/or employees from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of or related to the sewer extension which is the subject of this Agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including without limitation, members of the public and officers, agents and employees of the OWNER, the OWNER'S contractors, contractors, or sub-contractors, and the OWNER shall, if required by the AUTHORITY produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings. The OWNER and its contractors shall be solely responsible for construction site safety, safety practices, supervision, direction of personnel, use of equipment and the means, methods and manner of construction.

8. The OWNER agrees to give the AUTHORITY no less than two (2) business day's written notice of OWNER'S intention to begin construction of the sanitary sewer lateral and building sewer so that its construction may be properly observe by the AUTHORITY and Susquehanna Township (hereinafter "Township"). Any work which has begun before the expiration of such two (2) business day period without the consent of the AUTHORITY will not be approved, as well as improperly constructed work, the existence of which the AUTHORITY has notified the OWNER promptly after the inspection which has disclosed such improper construction.

9. OWNER shall not commence any work on the Sewer Improvements until it has received from the AUTHORITY its Wastewater Facility Construction Permit with approved sketch/plan.
10. The OWNER agrees to pay the AUTHORITY, pursuant to the Rules and Regulations of the AUTHORITY, the then current tapping or connection fee for the sewer tap of the property when connected into the system, including any special components of the tapping fee.
11. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefits of the parties hereto, and their heirs, representatives, successors, and assigns.
12. This Agreement is intended, in part, to further implement the provisions of the Rates, Rules and Regulations adopted by the Susquehanna Township AUTHORITY for the maintenance and operation of the sewer system and the provision of this Agreement shall at all times be subject to said Rules and Regulations.
13. Neither this Agreement nor the obligations of the parties set forth herein shall be modified or changed except by written agreement executed by all parties hereto.
14. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person, by certified mail, return receipt requested or by nationally recognized overnight delivery service, to the appropriate party at the address set forth on page 1.
15. Under no circumstances shall AUTHORITY, its employees, agents, professional consultants be liable to OWNER for any damages costs, expenses, fines or fees, damages, direct, indirect or consequential, of any sort, nature, type or form whatsoever absent an unappealed judicial determination that the actions of AUTHORITY were grossly negligent or intentionally wrongful. Furthermore, under no circumstances shall AUTHORITY, its employees, agents, professional consultants be liable to OWNER for any indirect or consequential damages by virtue of an uncured breach of this Agreement.
16. This Agreement is binding upon the heirs, successors and assigns of the parties hereto.
17. Failure of AUTHORITY or TOWNSHIP to insist on strict performance by OWNER of the terms of this Agreement shall not be construed as a waiver, release or relinquishment thereof.
18. In the event either party reasonably believes the other party to be in default, prior to such non-defaulting party exercising its remedies hereunder, written notice shall be provided by the non-defaulting party to the other and there shall be a period of no more than twenty (20) calendar days to cure from receipt of written notice, said default prior to such non-defaulting party exercising its remedies as provided herein.
19. No third party shall have any right in this Agreement absent AUTHORITY'S written approval which shall not be unreasonably withheld.

20. The recitals contained in this Agreement are incorporated herein by reference where not inconsistent herewith.

SUSQUEHANNA TOWNSHIP AUTHORITY

By: _____
Manager

By: _____
OWNER

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