

**UNIVERSITY AREA JOINT AUTHORITY**

1576 SPRING VALLEY ROAD

STATE COLLEGE, PENNSYLVANIA 16801

814-238-5361

**SEWER EXTENSION AGREEMENT**

**DEP Permit Not Required**

THIS AGREEMENT made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the UNIVERSITY AREA JOINT AUTHORITY, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Authority"), and \_\_\_\_\_(hereinafter referred to as "Developer") for .

W I T N E S S E T H

WHEREAS, Developer intends and is about to develop a defined tract of land situated in \_\_\_\_\_ Township, County of Centre, Commonwealth of Pennsylvania and requests the Authority furnish sewage service thereto. The 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 plan entitled \_\_\_\_\_ and;

WHEREAS, Developer has made application to the Authority for permission to construct, at its own cost and expense and by its own contractors, a sanitary sewer system within the above designated and described tract of land shown on the plan and to connect same when completed unto the existing sewer system of the Authority. Developer acknowledges that such application has been 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, Developer understands under the provisions of Act No. 40 of 1989 the Department of Environmental Protection, Commonwealth of Pennsylvania is not required to issue a Part II Water

Quality Management Permit for Construction of sanitary sewers which sewers will serve Developer's subdivision(s) by gravity.

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 sewer system of the Authority.

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

(c) All such plans, specifications, and Authority permit application and supporting data shall be supplied to the Authority in at least three (3) counterparts for use by the Authority, plus such additional number as may be required by any other regulatory body. The permit application shall be prepared by the Developer in the name of the Developer.

(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, and upon compliance by Developer with all applicable local ordinances and regulations, the Authority will issue the required permit and notify the Developer that work may be started.

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

2. Developer shall hire and 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.

3. Developer 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 1, Subpart C, Article 1, Chapter 73 of the Rules and Regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania (herein called “DEP”) 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, orders of any governmental body or agency hereafter come into effect which prohibit the Authority from accepting certain types of sewage from the Development, Developer relieves the Authority from any and all responsibility under this Agreement as to the acceptance of such prohibited sewage.

4. Developer agrees to give the Authority ten (10) days written notice of Developer’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 Developer promptly after the 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 to the sewer system of the Authority, the Authority shall certify the satisfactory completion thereof.

6. 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, five (5) sets of “as-built” drawings of the completed extension project, together with one (1) set of reproducible plans thereof.

(b) Cause to be prepared, executed, acknowledged and delivered to the Authority ready for recording, at the sole expense of the Developer, a deed 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, road, alleys, and thoroughfares and private lands necessary to the existence of 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, 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 and the Authority’s sewer system, Developer shall furnish the Authority with a maintenance bond, with corporate surety to cover all maintenance expenses incurred in connection with the extension for the period of eighteen (18) 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 and shall be in the form approved by the Authority. In lieu of a bond, the Developer may put up a cash escrow 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.

(d) Prior to the dedication of the streets to the Township, 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 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 lands of the Development, or both.

7. Upon receipt and recording of said deed 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, obligations or other liability in favor of the Developer, its successors or assigns, its contractor or contractors, its and their laborers, and material men and any of their creditors, or in favor of any other person or corporation, to the same end and effect as if the Authority had constructed the extension project with its own labor and its own expense; 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 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.

8. 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 sewer extension and for observation of construction.

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

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

(d) All attorney's fees, legal and recording expenses.

Developer further agrees to deposit, 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. Should the sum deposited exceed the actual costs incurred by the Authority, the balance remaining upon completion of that particular phase of the project shall be funded 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, Developer shall pay the deficiency to the Authority upon demand and prior to the connection of the extension to the sewer system of the Authority.

9. This Agreement is intended to implement the provisions of the Rules and Regulations adopted by the UNIVERSITY AREA JOINT AUTHORITY for the maintenance and operation of the sewer system and provisions of this Agreement shall 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 Developer

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

ATTEST:

UNIVERSITY AREA JOINT AUTHORITY

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chair/Vice-Chair

By: \_\_\_\_\_  
Developer



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CENTRE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me, a Notary Public in and for the Commonwealth of Pennsylvania, 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 himself / herself /  
themselves to the Developer(s) of the real estate described in the foregoing instrument in  
\_\_\_\_\_ (Township), Centre County, Pennsylvania, or its environs, and that he / she /  
they, as such Developer(s) executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above  
written.

\_\_\_\_\_(SEAL)

My office location is: \_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_