

Antrim Township Municipal Authority Sewer and Water Facilities Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between _____ (herein called "Developer"), and the Antrim Township Municipal Authority, a municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at _____ (herein called "Authority").

Witnesseth:

WHEREAS, Authority owns municipal sewer and water facilities ("Facilities" herein) within the Township of Antrim; and

WHEREAS, Developer desires to install _____ in the Township and to connect the same to the Authority's Facilities; and

WHEREAS, Authority is willing to permit the installation of _____ and a connection to the Authority's Facilities subject to compliance by the Developer with the Authority's policies, rules, regulations, standards, and specifications.

NOW, THEREFORE, in consideration of the promises, terms and conditions of this Agreement set forth below and intending to be legally bound hereby, the parties agree as follows:

1. Developer agrees to furnish to Authority the Developer's complete and accurate development plans and right-of-way surveys and easements to show the following items: (a) location of buildings, roads, streets and other land-use facilities; (b) location of existing utilities; (c) proposed easements and rights-of-way in connection with the installation of _____; and (d) such other details of the project as may influence the design and/or construction of the _____.
2. Developer agrees to establish a final rough grade on all roads, streets, easements and rights-of-way within which the _____ is to be installed.
3. Developer will post an initial escrow in the amount of _____ with the Authority in an account to be used by the Authority to apply against the plan review, supervision of final stakeout, inspection of the _____, testing of the _____, review of as constructed drawings, and any legal or engineering expenses (including expenses relating to the preparation of this Agreement) that the Authority may incur in the furtherance of the design, installation or dedication to the Authority of the proposed _____. In the event said sum deposited is insufficient to pay such costs, Developer shall supplement said escrow if necessary. In the event said sum deposited is in excess of such costs, Authority shall refund such excess money to Developer upon completion of the work. Authority has been irrevocably authorized to withdraw from time to time any money deposited by Developer in escrow in order to pay expenses and fees, including legal and engineering costs, incurred by Authority pursuant to this Agreement.
4. Developer has obtained or will obtain the approval of the sewage planning module for land development from the Pennsylvania Department of Environmental Protection ("DEP").
5. Developer may install the _____ with its own workforce; provided, however, the work shall not be undertaken intermittently but shall be rapidly

prosecuted to completion within _____ of commencement of construction, said time being of the essence. Developer or their contractors shall obtain and maintain in force liability insurance at all times during installation of the _____. The minimum limits and coverage of such insurance shall be approved by the Authority and any policy or policies shall name the Authority, its agents, servants and employees as additional insureds.

6. All construction of _____, by Developer shall be completed in strict conformity to Authority's plans and specifications which are on file in the office of the Authority located at _____ and which are incorporated by reference thereto.
7. At the completion of the project, Developer's engineer will finalize contract drawings to record the project as actually constructed ("as-built drawings"), and Authority's engineer will make a final inspection of the entire project, prepare the necessary closing documents, and, if the work is satisfactory, recommend the project be accepted by the Authority. Developer will video the lines at the completion of the Project, which video results must be acceptable to the Authority prior to acceptance of the Project by the Authority. Developer will provide the Authority with as-built drawings in hard and electronic form (CAD – Auto CAD 2011.) State Plane 83 South is required for incorporation into ESRI.
8. Authority agrees to accept the said _____ improvements within the rights-of-way and appurtenances upon completion provided: (a) location plans and specifications for said _____ have been approved by Authority's engineer prior to the start of construction; (b) approval grades and locations has been obtained from all appropriate governmental bodies; (c) said _____ have been constructed in accordance with the aforesaid plans and specifications which are to be approved by the engineer for the Authority prior to the beginning of the construction hereof; (c) inspection by the Authority's engineer and/or designated representative is permitted during the entire course of construction, during which Developer shall comply with reasonable requirements of said engineers and to advance notice of time when the inspection is to be made. Authority's inspector shall be entitled to reasonable use of contractor's temporary trailer and facilities during inspections; and (e) Developer agrees to hold a preconstruction meeting at which meeting the Authority's representative will be present. Developer also agrees to hold additional meetings during construction if the Authority deems necessary.
9. Developer shall provide the Authority with financial security acceptable to Authority in the amount of 110% of a cost estimate to be prepared at a later date to guarantee the satisfactory completion of _____ set forth in the estimate that has been reviewed and approved by the Authority's engineer.
10. Developer shall guarantee the correction of all defective work and material discovered during a period of 18 months from the date of acceptance of the _____. All _____ shall be tested by Developer under supervision of the Authority's engineer or employees 18 months following acceptance, and developer shall correct any defective work and material discovered during such inspection at their sole expense. In order to guarantee the functioning of the _____ and to secure the structural integrity of the _____ in accordance with the approved design and specifications and the Authority's rules and regulations during said 18 month period, the Developer shall post security which shall not exceed 15% of the actual cost of

- installation of the _____.
11. Developer shall post security with the Authority in an amount agreeable to the Authority to secure damage and repair to facilities below and above ground, i.e. manhole lids, water valve boxes, fire hydrants, etc. during the time period between dedication and acceptance of the _____ by the Authority and dedication and acceptance of the streets and roads by Antrim Township.
12. Prior to and as a condition precedent to the Authority's final acceptance of the _____, Developer shall transfer and dedicate to the Authority full and absolute ownership, free and clear of all liens and encumbrances, all _____, as required to be constructed in the construction plans and specifications, and all easements and rights-of-way through, in or on private property for ingress, egress, maintenance, repair and replacement of the constructed Facilities, all of which shall be subject to approval of the Authority's professional consultants and in accordance with approved plans.
13. It is understood by the parties hereto that the title to the before mentioned _____ shall be and remain with the Developer until such time as said _____ are accepted by the Authority and Developer shall be responsible for all maintenance and repair of the _____ until the same are accepted by the Authority.
14. Developer agrees that upon Authority's acceptance of said _____, title to said _____, together with the appurtenances thereto, shall be and remain at all times with the Authority, its successors and assigns
15. Developer agrees to secure a permit from the Authority prior to commencing construction of the _____. Developer will pay the appropriate _____ to the Authority. A copy of the Authority's _____, as amended, is on file at the office of the Authority and is incorporated by reference herein.
16. The Authority, its agents, servants and employees shall have no responsibility or liability with regard to the design and/or installation of the _____ which are the subject of this Agreement, and Developer shall indemnify and hold harmless Authority, its agents, servants and employees from any claims or damages arising therefrom.
17. This Agreement relates to the final land development plan for the _____, which is pending approval by the Township.
18. There shall be no sewer or water connection permits issued until all Facilities have been dedicated to the Authority and accepted by the Authority.
19. This Agreement shall be recorded at the Recorder of Deeds in and for Franklin County.
20. This Agreement shall not be modified except by the mutual written consent of the parties hereto.
21. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
22. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the date above written.

ATTEST: ANTRIM TOWNSHIP

MUNICIPAL AUTHORITY

Secretary Chairman

(Authority Seal)

WITNESS: DEVELOPER

STATE OF PENNSYLVANIA

COUNTY OF FRANKLIN

On this, the _____ day of _____, 20____, before me, the undersigned Officer, personally appeared _____, who acknowledged _____self to be _____ of _____ being the _____ and that _____he as such _____, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by _____self as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

STATE OF PENNSYLVANIA

COUNTY OF FRANKLIN

On this, the _____ day of _____, 20____, before me, the undersigned Officer, personally appeared _____, who acknowledged himself to be the Chairman of the Antrim Township Municipal Authority, a municipal corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by Signing the name of the Authority by himself as Chairman.

In witness whereof, I hereunto set my hand and official seal.

Notary Public