

SEWER LINE RELOCATION AGREEMENT

This Agreement is made this ____ day of _____, 20____, by and between the Spring-Benner-Walker Joint Authority (Authority), a municipal authority with a business address of 170 Irish Hollow Road, Bellefonte, Pennsylvania 16823 and _____.

WHEREAS, _____ is the owner of a tract of land located in _____ Township, Centre County, Pennsylvania, identified as Centre County Uniform Parcel Identifier (CCUPI) Number _____, which it is currently developing for commercial purposes.

WHEREAS, the Authority has an easement/right of way (right of way) across the tract of land identified as CCUPI Number _____ and has constructed a sewer line within that right of way.

WHEREAS, _____ has requested that the Authority permit it to relocate a portion of the Authority's sewer line in that area to another area of its property to allow for _____.

WHEREAS, the Authority has agreed to permit _____ or its contractors to relocate the sewer line in that area, subject to certain restrictions, limitations, terms and conditions.

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. That _____, at its own cost and expense, will cause to be prepared, by qualified professional engineering personnel, detailed plans and specifications for the proposed relocation of the Authority's sewer line.
2. Such plans and specifications shall conform to the requirements of the Authority.
3. All such plans and specifications and supporting data shall be supplied to the Authority with at least two (2) copies for use by the Authority.
4. The Authority may cause such plans and specifications to be submitted to the Consulting Engineers then representing the Authority. Such plans and specifications and permit data shall be revised or amended, if necessary, until they are

unequivocally approved by the Authority as providing for the relocation of its sewer line 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.

5. Promptly upon the Authority's approval as aforesaid and upon _____ compliance by with all applicable local ordinances and regulations, the Authority will notify _____ that work may be started.

6. _____ agrees to give the Authority ten (10) days written notice of _____ intention to begin construction of the relocation 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 _____ 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").

7. _____ shall hire and employ and pay its own contractor or contractors to construct the abandonment and relocation 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. In all cases, the Authority, in its sole discretion, shall have the right to require the removal of any and all piping, manholes, appurtenances, and the like that are effectively abandoned by the relocation of its lines.

8. _____ 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.

9. 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 _____, _____ relieves the Authority from any and all responsibility under this Agreement as to the Acceptance of such prohibited sewage.

10. During the course of the construction and relocation of the Authority's sewer line all materials, workmanship and compliance with the approved plans and specifications shall be subject to the observation and approval of the Authority.

11. _____ 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 _____ responsibility.

12. _____ will not separate or disconnect the Authority's sewer line or stop, restrict or limit the flow of sewage through the Authority's sewer line without the prior approval of the Authority;

13. Once the Authority's existing sewer line is separated or disconnected for the purpose of connecting it to the relocated sewer line, it will complete the connection within a period of two (2) hours maximum.

14. Before connecting the relocated sewer line to the Authority's existing sewer line _____ will hydro test the relocated sewer line. The relocated sewer line must pass a pressurized hydro test in compliance with current AWWA (American Water Works Association) standards for potable water lines and must hold a pressure of two hundred (200) pounds per square inch for a minimum of ten (10) minutes.

15. The areas surrounding the relocated sewer line and both of the connections of the relocated sewer line to the Authority's existing sewer line will not be backfilled until the Authority has inspected and approved the connections. The Authority will determine the length of time necessary for it to inspect and approve the connections.

16. In the event of a leakage or discharge of sewage from the Authority's sewer line in the area of the relocation or otherwise, caused by the work performed by _____, it or its contractors will:

- i. Immediately perform all work necessary to repair or replace the sewer line.
- ii. Immediately perform all work necessary to clean up any leakage or discharge of sewage.
- iii. Pay all costs and expenses incurred in the repair or replacement of the sewer line and cleanup of sewage, to include any costs or expenses incurred by the Authority, to the extent it assists in the repair, replacement or cleanup;
- iv. Pay all penalties, fines or assessments imposed under any federal, state or local law, rule, regulation or requirement by reason of the leakage or discharge;

17. Promptly upon completion of the relocation of the Authority's sewer line _____ shall:

- i. Cause to be prepared and furnished to the Authority at the expense of _____, 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.

- ii. Provide one (1) set of record drawings and one completed set of reproducible plans.
- iii. Cause to be prepared, executed, acknowledged and delivered to the Authority ready for recording, at the sole expense of _____, an agreement of dedication for the said entire relocated sewer line 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.
- iv. Upon receipt of a letter of dedication, the relocated sewer line 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 _____, 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 abandonment and relocation 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 _____ 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 _____ to guarantee their workmanship and to maintain their ditches and paving for a certain period of time following completion.

v. _____ shall convey unto the Authority, by an instrument in a form approved by the Authority and at the _____ cost, an easement for the construction, maintenance and repair for the relocated sewer line, at its installed locations in the beds of any streets or across the Property.

vi. Prior to making physical connection between _____ extension, abandonment and relocation, and the Authority's sewer system, _____ shall furnish a maintenance bond, satisfactory to the Authority, with corporate surety to cover all maintenance expenses incurred in connection with the abandonment and relocation, 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 relocated sewer line. 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 sole 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 _____.

vii. _____ agrees to pay all costs incurred by the Authority in performance of this Agreement, including but not limited to:

*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.

* All fees and charges, if any paid by the Authority to DEP or other regulatory bodies.

*The expenses and charges for observation of construction.

*All attorney's fees, legal and recording expenses.

18. _____ 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 _____, any federal, state or local governmental unit or agency or any other third party, to include customers of the Authority, against or incurred by the Authority, its officers, directors and employees, arising out of the relocation of the Authority's sewer line, any leakage or discharge of sewage, backflow of sewage or disruption of sewer service caused by the relocation.

19. 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 parties have caused this agreement to be executed by their duly authorized representatives.

Witness

Spring-Benner-Walker Joint Authority

Secretary

By: _____
Chairman

Witness

By: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss}
COUNTY OF CENTRE)

On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

COMMONWEALTH OF PENNSYLVANIA)
) ss}
COUNTY OF CENTRE)

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