

Rimersburg Borough Municipal Authority
Engineer's Report
November 6, 2019

WWTP & Collection System Upgrades

Influent Flow Meter

DDS flow meter installed on 11/4 – 6 month lease

Meter is currently not logging remotely – EADS working with HACH to troubleshoot

Effluent Flow Meter – rental meter installed on 9/23

– RMBA meter repaired by Teledyne Instruments (Service - \$427)

Treatment Plant Access Road

Proposal for engineering services provided on 10/2

CDBG Grant Application

Monterey Rd WaterLine – approved by County for \$123,480

DCED Application by County Planning Office – Due 11/22

Construction – Sept through Nov 2021

Engineering proposal provided 10/2

New Water Quality Monitoring Requirements

Uninterrupted System Service Plan (USSP)

Corrective Action Plan needs to be submitted by 2/19/20 (will require available backup generator)

Lead & Copper Sampling Plan – needs to be revised per Melissa Crow (to be discussed at next inspection)

Water Plant SCADA System (Borough will fund repair)

EADS attempted repair on 10/28 – original program file was unrecoverable from HMI unit

EADS budget is at \$1,855/\$2,000 (93%)

Original panel builder (Cambria Systems) can reload the program file onto the new HMI unit (\$500-\$1,100)

Having a Cambria Systems programmer handle the reinstall would cost around \$850

Total cost will be \$1,350-\$1,950 – Does the Authority wish to proceed?

Ridgeview Drive Sewer

EADS assisting Frank as needed

Sloan Street Sewer – see revised mapping

Approx 400' of new sewer, 3 manholes, 2 cleanouts

Discuss

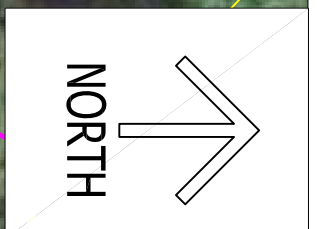
Rules & Regs Updates – revisions attached

Developers Agreements attached

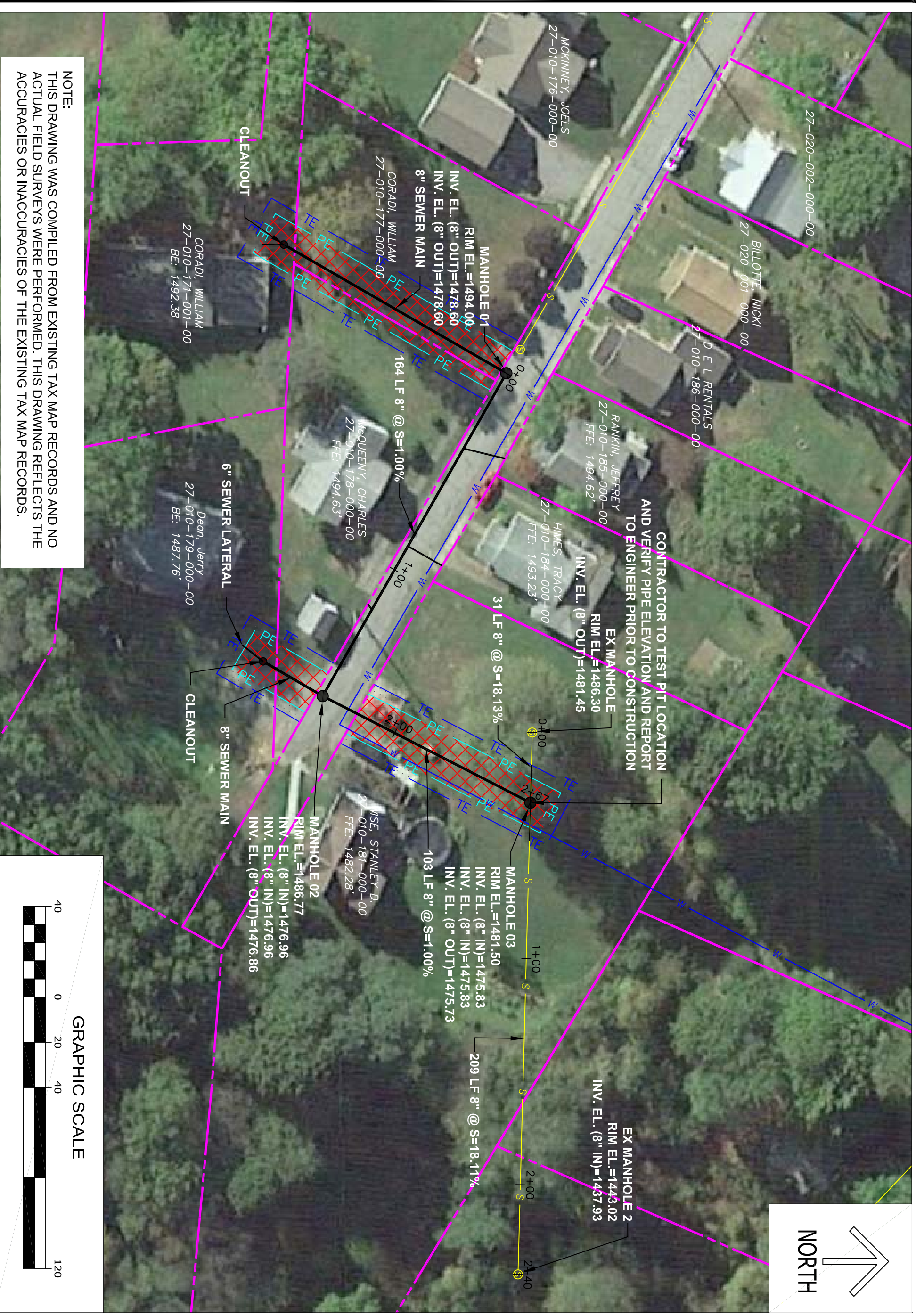
Small Water & Sewer & H2O Grants – Dec 13th deadline

Main/Chestnut St Waterline Project – Resolution to Apply

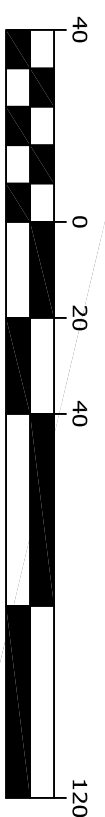
Motion Requested



CONTRACTOR TO TEST PIT LOCATION AND VERIFY PIPE ELEVATION AND REPORT TO ENGINEER PRIOR TO CONSTRUCTION



NOTE:
THIS DRAWING WAS COMPILED FROM EXISTING TAX MAP RECORDS AND NO ACTUAL FIELD SURVEYS WERE PERFORMED. THIS DRAWING REFLECTS THE ACCURACIES OR INACCURACIES OF THE EXISTING TAX MAP RECORDS.



GRAPHIC SCALE

Seal	
	Date

No.	Sheet Revisions	Date

Scale AS NOTED
Date 9-10-19
Drawn By DJL
Checked By KTS
Project No. 0220-19-091
File No. 19091-SLOAN ST

THE EADS GROUP
ENGINEERING ARCHITECTURE AND DESIGN SERVICES

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RIMERSBURG BOROUGH MUNICIPAL AUTHORITY
SLOAN STREET SEWER PROJECT

SLOAN STREET PLAN VIEW

Drawing No.
1

Section 2. RULES AND REGULATIONS

Discharge of Sanitary Sewage to Public Sanitary Sewer System Required

Rule 1. All persons owning any occupied building now erected within 150' of a sewer system within the Authority's Service Area upon premises accessible to the public sanitary sewage system shall, at their own expense, make connection with the public sanitary sewage system in accordance with the applicable connection regulations in effect in the Authority's Service Area if they are not presently so connected.

All persons owning premises within the Authority's Service Area accessible to the public sanitary sewage system upon which an occupied building is subsequently erected shall, at the time of erection of such building and at their own expense, make connection, in conjunction with Authority personnel, with the public sanitary sewage system in accordance with the applicable connection regulations in effect in the Authority's Service Area.

It shall be unlawful to discharge to any natural outlet within the Authority's Service Area, or in any area under the jurisdiction of the Borough, any sewage or other polluted waters.

After any property shall be connected to the sanitary sewer system, all previous sewer connections or on-lot systems including existing cesspools, privies, vaults, septic tanks, cisterns or other depositories shall be disconnected and any inlet shall be capped or plugged with a watertight seal, if required. Refer to approved detail.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended for the disposal of sewage within the Service Area.

No privy vault, cesspool, septic tank, hole or similar receptacle for human excrement shall presently or at any time hereafter be connected with the public sanitary sewage system.

All persons owning any occupied buildings within the Service Area of the Authority upon premises which subsequently become accessible to the public sanitary sewage system shall, at their own expense, make connection with the public sanitary sewage system within the time period stipulated herein after proper notice to do so has been given.

All connections to the public sanitary sewage system shall be made in accordance with Rules 8 and 9 and applicable exhibits in the Appendix.

The property owner is required to provide service lines and plumbing connections in compliance with the latest specifications within these Rules & Regulations within sixty (60) days of any of the following events:

- A. a transfer of ownership of the premises takes place;

$$Re = 0.00834 P (C-300)$$

Where Re= the C.B.O.D. surcharge rate in cents/1000 gallons of waste discharged

$$P = \$0.10$$

C = the average C.B.O.D. of the industrial waste expressed in milligrams/liter as determined in accordance with paragraph 2 of this Section.

The figure 300 appearing in the above formula corresponds to the maximum C.B.O.D. permissible without surcharge. The figure 0.00834 is the factor to convert milligrams per liter to pound per 1,000 gallons. No discount will be permitted for sewage or industrial wastes having a C.B.O.D. less than 300 milligrams per liter.

In the event any industrial waste is found by the Board to have an average suspended (including settleable) solids concentration in excess of 350 milligrams per liter, the producer of such waste shall be surcharged an amount equal to the product of the actual volume of wastes in thousand gallons per billing period discharged to the public sanitary sewage system and the Suspended Solids Surcharge Rate. The Suspended Solids Surcharge Rate shall be determined by the following formula:

$$R = 0.00834 \times B (S-350)$$

Where R = the suspended solids surcharge rate in cents/1000 gallons of waste discharged

$$B = \$0.10$$

S = the average suspended solids concentration of the abnormal industrial waste expressed in milligrams/liter as determined in accordance with paragraph (b) of this section.

The figure 350 appearing in the above formula corresponds to the maximum suspended solids concentration permissible without surcharge. The figure 0.00834 is the factor to convert milligrams/liter to pounds/1000 gallons. No discount will be permitted for sewage or industrial wastes having a suspended solids concentration less than 350 milligrams/liter.

Proposed System Extensions by Developers

Rule 13. Five (5) copies of plans for proposed extensions shall be submitted by the developer at his expense to the Authorized Agent/Inspector on twenty four inch (24") by thirty six inch (36") sheets showing plan views to a scale of 1"=50' and profiles to a scale of 1"=10' vertically and 1"=50' horizontally, a north point, a suitable title block, date, the name of the engineer or surveyor, and imprint of his registration seal.

All sewers shall be designed in accordance with the Sewerage Manual of the Pennsylvania Department of Environmental Protection and these Rules and Regulations.

Construction of sewers will not be permitted until the proper State, County, and Local Permits have been obtained. All necessary permits shall be obtained by and be at the sole expense of the developer.

Prior to final acceptance of any sewer extensions by the Authority, it will be necessary for the developer to furnish to the Authority "as built plans" showing the angle and distance between manholes, the top and invert elevation of each manhole and the exact location of all house sewer connections relative to the nearest manhole both downstream and upstream.

Easements shall be recorded in the name of the Authority for all sewers to be constructed outside of dedicated street right-of-way. The permanent easements shall be a minimum of twenty feet (20') in width centered on the pipeline.

All gravity sewer pipe shall be glued jointed Schedule 40 PVC or gasketed jointed SDR 35 plastic sewer pipe conforming to ASTM 3034, unless otherwise specified for extra-ordinary ground conditions by the Authorized Agent. Class and stiffness shall be as determined by the Authorized Agent, but in no case have a side dimension ratio (SDR) greater than thirty-five (35) at five percent (5%) deflection. All gravity sewer pipe shall be a minimum of eight inches (8") in diameter and have a minimum laying length of not less than five feet (5'). All pressure sewer pipe shall be a minimum of 1.25" diameter and be HDPE or PVC SDR 11.

Jointing connections shall be the factory-fabricated type conforming to ASTM Specifications. The details of any jointing connection which is proposed for use must be submitted to the Authorized Agent for prior approval.

The installation of sewers shall start at the lower end of the line and proceed upstream so that the spigot ends, if any, point in the direction of flow. The pipe shall be carefully laid to line and grade. The handling, placing, and jointing of pipe shall be in strict accordance with the pipe manufacturer's recommendations.

All manholes, frames, and covers shall be constructed in accordance with the standards established by the Authority in these rules and regulations.

Sewers shall be tested for deflection, water tightness, etc. by the developer, as directed by the Authority, using the means and methods acceptable by the Authority. Testing shall be conducted at the developer's expense.

The developer shall file all necessary connection permits and pay the applicable tap connection and inspection fees for each house or building to the Authority which shall become due and payable prior to inspection and approval by the Inspector for each respective house or building service sewer. The developer shall also reimburse the Authority in full for all costs of inspection of construction of all sanitary sewers. The amount and type of inspection required shall be determined by the Authority prior to and/or during construction.

- VIII. each house in a row of houses; or
 - IX. each dwelling unit in a house or building, a dwelling unit being defined as a building or structure or portion thereof with exclusive culinary facilities designed for occupancy and used by one person or family/household; or
 - X. each dwelling unit in a public housing development; or
 - XI. each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, supermarket areas, and by such other terms; or
 - XII. each mobile home, camper, recreational vehicle, stick built structure, or other unit which is capable of habitation by one person or one family/household, whether on a permanent or seasonal basis; or
 - XIII. each pad or site located on a property within the Authority's service area capable of accommodating a mobile home, recreational vehicle, stick built structure, or other unit.
- B. Service Area shall be defined as the area that is either reflected in the official plan adopted by participating municipality or covered by separate agreement with respective municipality to allow water and/or sewer services to be provided by the Authority.

Section 2. RULES AND REGULATIONS

Application for Service/ Connections to Water System

Rule 1. Upon written application (accompanied by a non-refundable application fee as set forth by Resolution) by the owner or their proper authorized agent, on forms furnished by the Authority, for the immediate and continuous supply of water to premises abutting a public highway, street or right-of-way where an Authority owned water line is located, the Authority will, subject to the provisions of these rules, install the water service connection to the edge of the property line and the meter or meters to such premises. All costs including the labor and materials for the installation of said water service connection and meter pit, Engineering or Legal review fees, permit fees (eg. Highway Occupancy Permit), equipment, inspection costs, or any other costs associated with the installation shall be borne by the applicant. The water meter will be owned and maintained by the Authority, and its cost shall be borne by the Authority. The responsibility for and cost of connecting the premises to the water service connection and meter pit shall be at the cost of the applicant and will be conducted only in accordance with the Authority's water connection rules and regulations. Only the Authority shall make service connections to its water mains. No service shall be turned on until all of the cost of installation and fees are paid.

Tap fees and a non-refundable application fee shall apply as set by separate resolution shall apply in all cases.

Prior to making the tap, the Authority will require a deposit in the full amount estimated for the cost of the installation of the tap. In addition, prior to the Authority making the tap, the owner(s) may be asked to execute a right-of-way document allowing for present and future water lines. Said right-of-way shall be for areas along public roads or through the owner's property.

The water service connection is hereby understood to include the adopted standard as shown in applicable exhibits in the Appendix. In the case where the Authority's water main line is laid in the right-of-way, the service connection by the Authority will be extended to the edge of the right-of-way. The curb stop will be located on the right-of-way, and in no case will the service connection by the Authority extend beyond the right-of-way boundary.

The applicant shall determine the size of all water service connections and the size of meter based on the initial pressure available at the main, and length of service line to the property line. The private and public ownership of the water system transitions at the location of the curb box. The private property owner is responsible for ownership and maintenance of all water line and appurtenances from the curb box to inside the house, with the exception of the water meter, which shall be owned and maintained by the Authority. The private property owner shall be responsible for the installation of the check valves, pressure-reducing valves and back flow preventers as outlined in the Standard Details and as specified by the Authority. The private property owner may vary from the Standard Details only after a waiver has been completed and signed at the Authority's office and approved by the Authority or their representative. Damage to a water meter resulting from private property owner carelessness will be repaired by the Authority at the private property owner's expense.

After any property shall be connected to the public water system, all existing facilities shall be disconnected and any inlet shall be capped or plugged with a watertight seal, if required. Refer to approved detail.

Quantity Recorded on Meter

Rule 2. The quantity recorded by the meter shall be conclusive and binding on both the consumer and the Authority, except where the meter has been found to have ceased to register correctly; in which case the quantity used during a previous corresponding period or average of periods may be used as a basis for settlement at the discretion of the Authority.

Minimum Charge for Water Service

Rule 3. Each monthly minimum charge shall entitle the consumer to receive during the then current month period, the amount of water for which the minimum charge would pay for at the schedule of rates and all water taken in excess of such an amount shall be paid for at the schedule of overage rates. All rates shall be set forth and hereafter be adopted by separate resolution of the Rimersburg Borough Council.

**RIMERSBURG BOROUGH MUNICIPAL AUTHORITY
WASTEWATER EXTENSION AGREEMENT**

THIS AGREEMENT made and executed on this _____ day of _____, 20____, by and between Rimersburg Borough Municipal Authority, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as the “Authority”), and _____ (hereinafter referred to as “Developer”).

WITNESSETH

WHEREAS, the Developer intends and is about to develop for residential or other purposes a certain tract of land situate in the municipality of _____, County of Clarion, Commonwealth of Pennsylvania, and requests the Authority furnish wastewater 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 dated _____.

The Developer has made application to the Authority for permission to construct, at Developer’s own cost and expenses and by Developer’s own contractors, a wastewater system conforming to the Rules, Regulation, and Policy 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 wastewater system of the Authority. Developer acknowledges that such application made after having received information from officials of the 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, Regulations, and Policy of the Authority.

AND WHEREAS, the Developer requests or has requested, through the submission of a wastewater planning module for Authority action, that the Authority reserve sufficient capacity in its wastewater system to accommodate the estimated demand and 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 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 wastewater system of the Authority.
- (b) Such plans/specifications shall conform to the requirements of the Authority.
- (c) All such plans, specifications, and Pennsylvania Department of Environmental Protection (DEP) permit application(s) and supporting data shall be supplied to the Authority with

at least two (2) copies for use by the Authority, plus such additional number as may be required by DEP and other regulatory bodies. The DEP permit application shall be prepared by the Developer in the name of the Authority.

(d) The Authority will cause such plans, specifications and permit data to be submitted to the Authority's Consulting Engineers. 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 wastewater system of the Authority.

(e) Promptly upon the Authority's approval as aforesaid, the approved plans, specifications and permit data will be submitted by the Authority to DEP requesting approval thereof and the issuance of the appropriate permit(s). Upon receipt of said permit(s) and upon compliance by Developer with all applicable local ordinances and regulations, the Authority will notify the Developer that work may be started.

(f) Developer 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 Developer's responsibility.

2. The Developer shall post a bond which shall cover the cost of construction of the proposed wastewater facilities, as shown on the plans and detailed by cost estimate. The bond will remain in place until the Authority votes to accept ownership of the Developer's water facilities. At that time, the maintenance bond is required to be in place.

3. Developer shall secure all necessary rights-of-way, hire and employ and pay its 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 rights-of-way and for injury or damage to any persons or property occurring upon or associated with the construction of the project.

4. Developer will not at any time discharge into the wastewater collection system any effluent other than "domestic wastewater" (which term is herein defined to mean "wastewater" 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, 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.

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

6. 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 the Developer promptly after such observation which has disclosed such improper construction. At all times, the contractor shall keep on the construction site, available to

the Authority one (1) copy of the Approved Plans and Specifications, and any shop drawings approved by the Authority.

7. 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 wastewater system of the Authority, the Authority may certify the satisfactory completion thereof, or may request verification of any of the constructed items, or may reject the project.

8. 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, two (2) sets "as-built" drawings of the completed extension project, along with one (1) completed set of reproducible plans and one (1) completed release of lien's document executed by the Developer's Contractor for the construction, materials, labor, and all activities related to the project that is subject to this agreement.

(b) Cause to be prepared, executed, acknowledged and delivered to the Authority ready for recording, at the sole expense of the Developer, a letter 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 rights-of-way 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 Developer's extension(s) and the Authority's wastewater system, the Developer shall furnish a maintenance bond, satisfactory to the Authority, with corporate surety to cover all maintenance expenses incurred in connection with the extension for the period of twenty-four (24) 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(s) and shall be in the form approved by the Authority. In lieu of a bond, the Developer may post cash in an escrow account in the amounts, as specified above, 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.

9. Upon receipt of a letter of dedication, or an equivalent instrument in the form approved by the Authority, 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 Developer, 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 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 certain period of time following completion.

10. 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 extension(s) 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 reasonable and necessary attorney's fees, legal and recording expenses.

Developer further agrees to deposit, or provide by an equivalent account or source acceptable and approved by the Authority, prior to the start of construction, and from time to time as required by the Authority, such sum of money or securities 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 or securities 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 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, the 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.

11. The developer agrees to pay to the Authority, pursuant to resolution of the Authority a Reservation of Capacity fee as set forth in the Authority's Rules and Regulations. 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.

12. This agreement is intended to implement the provisions of the Rules and Regulations adopted by the Authority for the maintenance and operation of the wastewater System and the provisions of this Agreement shall at all times be subject to said Rules and Regulations.

13. The Authority reserves the right, and the Developer agrees, that the Authority may at any time prior to the Authority's final acceptance of the project, and at the Authority's sole discretion, reject the project for any reason and/or elect to not connect any or all portions of the Developer's project to the Authority's water system.

IN WITNESS THEREOF, 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.

RIMERSBURG BOROUGH MUNICIPAL AUTHORITY

(Chairman)

(Secretary)

DEVELOPER

**RIMERSBURG BOROUGH MUNICIPAL AUTHORITY
WATER EXTENSION AGREEMENT**

THIS AGREEMENT made and executed on this _____ day of _____, 20____, by and between Rimersburg Borough Municipal Authority, a body corporate and politic existing by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as the “Authority”), and _____ (hereinafter referred to as “Developer”).

WITNESSETH

WHEREAS, the Developer intends and is about to develop for residential or other purposes a certain tract of land situate in the municipality of _____, County of Clarion, Commonwealth of Pennsylvania, and requests the Authority furnish water 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 dated _____.

The Developer has made application to the Authority for permission to construct, at Developer’s own cost and expenses and by Developer’s own contractors, a water system conforming to the Rules, Regulation, and Policy 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 water system of the Authority. Developer acknowledges that such application made after having received information from officials of the 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, Regulations, and Policy of the Authority.

AND WHEREAS, the Developer requests or has requested that the Authority reserve sufficient capacity in its water system to accommodate the estimated demand 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 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 water system of the Authority.
- (b) Such plans/specifications shall conform to the requirements of the Authority.
- (c) All such plans, specifications, and Pennsylvania Department of Environmental Protection (DEP) permit application(s) and supporting data shall be supplied to the Authority with at least two (2) copies for use by the Authority, plus such additional number as may be required by DEP and other regulatory bodies. The DEP permit application shall be prepared by the Developer in the name of the Authority.

(d) The Authority will cause such plans, specifications and permit data to be submitted to the Authority's Consulting Engineers. 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 water system of the Authority.

(e) Promptly upon the Authority's approval as aforesaid, the approved plans, specifications and permit data will be submitted by the Authority to DEP requesting approval thereof and the issuance of the appropriate permit(s). Upon receipt of said permit(s) and upon compliance by Developer with all applicable local ordinances and regulations, the Authority will notify the Developer that work may be started.

(f) Developer 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 Developer's responsibility.

2. The Developer shall post a bond which shall cover the cost of construction of the proposed water facilities, as shown on the plans and detailed by cost estimate. The bond will remain in place until the Authority votes to accept ownership of the Developer's water facilities. At that time, the maintenance bond is required to be in place.

3. Developer shall secure all necessary rights-of-way, 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.

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

5. 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 the Developer promptly after such observation which has disclosed such improper construction. At all times, the contractor shall keep on the construction site, available to the Authority one (1) copy of the Approved Plans and Specifications, and any shop drawings approved by the Authority.

6. 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 water system of the Authority, the Authority may certify the satisfactory completion thereof, or may request verification of any of the constructed items, or may reject the project.

7. 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, two (2) sets "as-built" drawings of the completed extension project, along with one (1) completed set of reproducible plans and one (1)

completed release of liens document executed by the Developer's Contractor for the construction, materials, labor, and all activities related to the project that is subject to this agreement.

- (b) Cause to be prepared, executed, acknowledged and delivered to the Authority ready for recording, at the sole expense of the Developer, a letter of dedication for the said entire extension project and conveyance of all pipes, valves and all its appurtenances, as well as all rights, liberties, and privileges appurtenant 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 Developer's extension(s) and the Authority's water system, the Developer shall furnish a maintenance bond, satisfactory to the Authority, with corporate surety to cover all maintenance expenses incurred in connection with the extension for the period of twenty-four (24) 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(s) and shall be in the form approved by the Authority. In lieu of a bond, the Developer may post cash in an escrow account in the amounts, as specified above, 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.

8. Upon receipt of a letter of dedication, or an equivalent instrument in the form approved by the Authority, 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 Developer, 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 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 certain period of time following completion.

9. 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 extension(s) 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 reasonable and necessary attorney's fees, legal and recording expenses. Developer further agrees to deposit, or provide by an equivalent account or source acceptable and approved by the Authority, prior to the start of construction, and from time to time as required by the Authority, such sum of money or securities 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 or securities 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 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, the Developer shall pay the deficiency to the Authority upon demand and prior to the connection of the extension to the water system of the Authority.

10. The developer agrees to pay to the Authority, pursuant to resolution of the Authority a Reservation of Capacity fee as set forth in the Authority's Rules, Regulations, and Policy. 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, Regulations and Policy adopted by the Rimersburg Borough Municipal Authority for the maintenance and operation of the water System and the provisions of this Agreement shall at all times be subject to said Rules, Regulations, and Policy.

12. The Authority reserves the right, and the Developer agrees, that the Authority may at any time prior to the Authority's final acceptance of the project, and at the Authority's sole discretion, reject the project for any reason and/or elect to not connect any or all portions of the Developer's project to the Authority's sewer system.

IN WITNESS THEREOF, 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.

RIMERSBURG BOROUGH MUNICIPAL AUTHORITY

(Chairman)

(Secretary)

DEVELOPER