

**Hazleton City AUTHORITY  
Draft Main Extension Agreement**

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between HAZLETON CITY AUTHORITY-WATER DEPARTMENT (hereinafter known as the **AUTHORITY**), Luzerne County, Pennsylvania, a body corporate and politic, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and \_\_\_\_\_; (hereinafter known as the **APPLICANT**).

WHEREAS, **APPLICANT** has made application to the **AUTHORITY** to extend a \_\_\_\_\_ ductile iron water pipe, from the existing \_\_\_\_\_ water main on the \_\_\_\_\_, through \_\_\_\_\_ lands of \_\_\_\_\_ and \_\_\_\_\_ **Land Development** in \_\_\_\_\_, PA and said project will involve the installation of approximately \_\_\_\_\_ feet of new ductile iron pipe and will be constructed by a qualified Contractor working for the **APPLICANT** and approved by the **AUTHORITY**.

WHEREAS, the **APPLICANT** will be responsible for all permits and costs directly associated with the construction of the pipeline and said construction is expected to be completed within (  ?   days) from the signing of this Agreement (TERM). All new water facilities shall be installed in a public road or easement. Any proposed easement must be acceptable to the HCA and it must be transferrable. **APPLICANT** shall pay all costs of preparation of the easement and any filing fees associated with the easement. Ownership of the installation shall automatically transfer to the **AUTHORITY** upon final testing, acceptance by resolution of the HCA Board of Directors and filing of all easements.

**WITNESSETH THAT:**

WHEREAS, the **AUTHORITY** provides water service in the Area;

WHEREAS, the **APPLICANT** has requested water service for a plan of \_\_\_\_\_ proposed lots located \_\_\_\_\_, said plan of lots being known as \_\_\_\_\_ **LAND DEVELOPMENT**, as shown on the plans hereinafter referred to as (the "Development ");

WHEREAS, to make the **AUTHORITY**'s water supply and distribution facilities available, water lines must be extended from the **AUTHORITY**'s existing facilities to and through the Development in accordance with the plans prepared by \_\_\_\_\_ in the form as approved by the **AUTHORITY** on drawing sheets \_\_\_\_\_ attached hereto as **Exhibit A** (hereinafter called the "**Plans**");

WHEREAS, the **APPLICANT** is willing, upon the terms and conditions of this Agreement, to extend water lines in accordance with the Plans; and

WHEREAS, the **AUTHORITY** is willing, subject to the terms and conditions of this Agreement, to have water line extended in accordance with the Plans and to furnish water service to the Development;

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE I: DEFINITIONS**

1.1 **Authorized Representative**: a person or persons designated by the **APPLICANT** to act on behalf of the **APPLICANT**, said designation shall be as indicated below unless revised in writing to the **AUTHORITY**. Whenever under the provisions of this Agreement or in the construction of the Installation (as hereinafter defined in Article II), the approval of the **APPLICANT** is required or the **AUTHORITY** is required to take some action at the request of the **APPLICANT**, such approval or request shall be given for the **APPLICANT** by the Authorized Representative, and the **AUTHORITY** shall be authorized to rely upon such approval or request.

The **APPLICANT** hereby names: \_\_\_\_\_, as it’s duly appointed authorized representative.

The **AUTHORITY** hereby names: Scot Burkhardt, Director of Operations , as it’s duly appointed authorized representative.

1.2 **AUTHORITY’s Public Service Line**: shall include but not be limited to all pipes, valves and other facilities by means of which the **AUTHORITY** conveys water from its distribution mains to the curb stop or designated isolation valve to be located at or near the curb line or property line of the premises and specifically includes the corporation stop or other means of connection to the main, the service line connected to the corporation stop and pipe extending to the point of connection to the curb stop, the curb box and such other facilities. The public service line shall be owned by the **AUTHORITY**.

1.3 **APPLICANT Service Line**: shall include but not be limited to all pipes, valves and other facilities by means of which water is conveyed from the curb stop or designated isolation valve to a point on the outlet side of the meter to be located inside the walls of the building or meter pit, if approved, and specifically includes the service line extending from a point of connection at the curb stop or designated isolation valve to a point inside the walls of the premises of meter box, where approved, a stop cock or compression valve placed immediately ahead of the meter, a pressure reducing valve, connections for the inlet and outlet sides of the meter, a check valve or a reduced pressure principal back flow preventer and a stop and waste cock on the outlet side of the meter. All plumbing connections shall be able to withstand a pressure test of 1.5 times the maximum working pressure or a minimum of at least 200 pounds per square inch. The **APPLICANT**’s service line shall be owned by the **APPLICANT**.

- 1.4 Areas That Do Not Meet Minimum Pressures: New service lines shall NOT be installed in areas that do not currently meet the PADEP mandated minimum system pressures. Exceptions may be granted due to safety and health concerns with a signed waiver releasing the **AUTHORITY** from any and all liability. No new service shall be installed where in the reasonable determination of the **AUTHORITY**; the use of the service would reduce the pressure in existing service areas below the state mandated minimums. **APPLICANT** shall bear sole responsibility of providing and maintaining pressure sustaining booster equipment if a waiver is granted.

## **ARTICLE II**

### **Installation of Water Lines**

- 2.1 The **APPLICANT** shall install the water lines and all appurtenances (hereinafter referred to as the "Installations"), including plastic marking tape for all main and service water lines as shown on the approved Plans and Specifications. All materials and construction shall be in conformance with applicable AWWA standard and the current HCA Minimum Design Standards.
- 2.2 The **APPLICANT** shall install, shall properly backfill all trenches to prevent settlement, and shall pressure test, disinfect, and flush all piping installations prior to paving of the road or easement in the Development. Piping installed under all proposed paved roads and shall comply with all Municipal ordinances, rules and regulations relating to road repaving and restoration. No water lines shall be installed within the Development until all streets and roads in the Development have been rough graded to within three inches of finished sub-grade. All final finished road grades shall be clearly staked in the field prior to installation of water lines.
- 2.3 Prior to start of any construction, the **APPLICANT**, on behalf of the **AUTHORITY**, shall be required to prepare, apply, pay for and obtain any PENN DOT or Municipal Highway Occupancy Permit and shall fully comply with all terms and conditions thereof as required.
- 2.4 The final location of all main and service lines will be subject to the approval of the **AUTHORITY**. All pipes must be laid a minimum of four feet six inches (4'-6") deep to the top of pipe and not less than five (5') feet distant from any open area or vault. No pipe shall be laid in the same trench with any other utility pipe, but must be laid 10'ft horizontally from any existing or proposed sewer or, if approved by the Authority, in a separate trench not less than three (3') feet horizontally and a minimum of 18" inches above any drain or sewer pipe or encase the sewer in concrete.
- 2.5 The **APPLICANT** will be required to maintain the main and service line extension in good order to prevent leakage and loss of water before measurement by the water meter. Upon **APPLICANT**'s failure to repair such leaks, the **AUTHORITY** reserves the right to repair said leaks and to charge all costs for such repair work to the **APPLICANT** in

question, or as an alternative, to require a relocation of the meter, at the **APPLICANT**'s expense, to a position near the curb box, in the parkway, terrace, or sidewalk area, in an approved housing or meter pit as specified by the **AUTHORITY**. Pits shall be installed at the **APPLICANT**'s expense; and shall remain the responsibility of the **APPLICANT** and their successor.

- 2.6 All curb boxes, valve boxes, blow-off assemblies, fire hydrants and other appurtenances shall be accessible and in good working order and operating condition at the expiration of the maintenance period referred to in Section 9.2 hereof.

**ARTICLE III**  
**APPLICANT's Responsibility for Costs**

- 3.1 The **APPLICANT** shall be responsible for all costs in connection with the Installations in compliance with the most current Rate and Fee Schedule as adopted by the **AUTHORITY**; the term "costs" shall include, without limitation, the following:

- A. Cost of all water lines and appurtenances.
- B. Cost of all connections to the existing system.
- C. Cost of all valves, valve boxes, fittings, hydrants, appurtenances and all other related work. All material shall meet HCA specifications and shall be approved by the HCA engineer.
- D. Cost of all rights-of-way and lands, including acquisition and condemnation costs.
- E. All engineering, legal, administrative and other costs incurred by the **AUTHORITY** in connection with the Installations, including the cost of the preparation and administration of this Agreement.
- F. Cost of all resident engineering and inspection services required during construction and all testing of the installations and prior to the release of the financial security furnished for the maintenance of the installations pursuant to Section 9.2 hereof.
- G. The **APPLICANT** may elect to purchase certain material directly from HCA at cost if available.
- H. **APPLICANT** or lot owners after acceptance of this water main line extension installation shall be required to pay any tap on, connection fee, capacity fee, or other fee as determined and set by the **AUTHORITY** at time of request.
- I. **AUTHORITY** shall waive the Fire Hydrant Tap on fee for all hydrants installed as part of this agreement.

- 3.2 The **APPLICANT** shall deposit with the **AUTHORITY**, concurrently with the execution and delivery of this Agreement, an agreed upon amount of (\$\_\_\_\_\_) **(Cost to be provided by HCA)** Dollars (the "Deposit"), to secure the **AUTHORITY** for payment of **Tap on Fee if Applicable plus** the costs of inspection, engineering, legal, administrative and such other costs as may be incurred by the

**AUTHORITY** in connection with this Agreement. Following the completion of construction of the main line extension and upon the **AUTHORITY**'s acceptance thereof, the **AUTHORITY** shall release any balance of the Deposit. Any interest accrued on the Deposit will not be refunded.

- 3.3 **APPLICANT** shall at all times maintain the deposit amount at a minimum equal to 15% of the agreed upon amount or an estimated amount provided by HCA's engineer of the remaining costs including engineering and inspection fees. All bills in excess of the Deposit submitted to the **APPLICANT** by the **AUTHORITY** for costs incurred by the **AUTHORITY** under this Article III shall be due and payable upon presentation to the **APPLICANT** and 30 days thereafter shall bear interest at the maximum rate permitted by law. New customer water service shall not be initiated until all costs are paid.

#### **ARTICLE IV**

##### **Contractor; Materials; Inspection**

- 4.0 The **AUTHORITY** shall have the sole and exclusive right to approve the **APPLICANT**'s water line contractor. The approved water line contractor shall disclose, in writing, the names of any or all subcontractor(s), and the **AUTHORITY** shall have the sole and exclusive right to approve any or all subcontractor(s). The **APPLICANT** shall furnish to the **AUTHORITY** with this executed agreement a resume of the contractor's experience, the contract Specifications, a cost breakdown and evidence that such contractor carries sufficient liability and property damage insurance. The **AUTHORITY** shall be named as an additional insured.
- 4.1 The **APPLICANT** shall furnish evidence to the **AUTHORITY** that all materials to be incorporated into the Installations comply with the Minimum Design Standards of the **AUTHORITY**.
- 4.2 The materials of each service extension must be Type K-soft Copper using approved compression fittings and Class 52 cement-lined ductile iron pipe for all mains including AWWA C515 resilient seat gate valves, Megalug pipe restraints, and restrained couplings. Services shall extend to and through the wall of the building, or housing facilities for the meter, on which shall be placed an approved ball valve immediately before the meter and inside the building or housing wall. The service line, beginning at the curb stop or isolation valve and extending as far as the meter, shall be no less in diameter than the service line installed from the main line to the curb stop unless otherwise approved by the **AUTHORITY**. Any charges for removal and replacement of the traveled surface of roads or sidewalks, or for fees or permits of any kind are to be paid for by the **APPLICANT**. Water will not be supplied through the **APPLICANT**'s part of any service supply line between the curb stop and meter which has not been inspected in the open trench and approved by the **AUTHORITY**. This applies to both original installation and repairs.

- 4.3 The **APPLICANT** shall notify the **AUTHORITY** in writing forty-eight (48) hours in advance of any construction to permit the **AUTHORITY** to inspect the work, which inspection may, at the discretion of the **AUTHORITY**, be performed on a full-time basis. The **AUTHORITY** reserves the right to require the **APPLICANT** to excavate and expose any construction completed and backfilled without an inspection by the **AUTHORITY**. The **AUTHORITY** shall have the right to require all work to cease and to be discontinued if, in the opinion of the **AUTHORITY**, the work constitutes a danger or the work is not being performed in accordance with the Minimum Design Standards Specifications, Plans, the **AUTHORITY**'s rules and regulations, the terms of this Agreement or otherwise in a careful, good and workmanlike manner.

**ARTICLE V**

**Completion of Installations; Releases**

- 5.1 The **APPLICANT** shall complete the land/easement acquisition and construction of the Installations within One Hundred Eighty (180) calendar days after the work has commenced thereon. If the **APPLICANT** discontinues work on the Installations for 30 calendar days or longer for any reason whatsoever, the **AUTHORITY** shall have the right to require an inspection of the Installation at the expense of the **APPLICANT** and to require the performance of additional work necessary to render the Installations acceptable to the **AUTHORITY** before permission will be given by the **AUTHORITY** to the **APPLICANT** to continue work on the Installations. The **AUTHORITY** reserves the right upon failure to satisfy this agreement, to complete all work under term of the attached performance bond.
- 5.2 Upon completion of construction of the Installations, including approved pressure testing and bacteriological testing, and as a condition to the **AUTHORITY**'s acceptance thereof under Article VIII hereof, the **APPLICANT** shall furnish to the **AUTHORITY** the attached certification of completion and Releases of Liability, in form and substance satisfactory to the **AUTHORITY**, from the **APPLICANT**s of all properties upon which the Installations were constructed, if any, releasing the **APPLICANT** and the **AUTHORITY** from all claims, damages and liabilities arising out of or in connection with the construction of the Installations. This release does not affect the **APPLICANT**'s obligations as provided for in Section 8.4.

**ARTICLE VI**

**Title to the Installations**

- 6.1 Title to the Installations constructed pursuant to this Agreement, including water service line from connection at main to curb box, water main line extension, and related facilities, shall vest in the **AUTHORITY** immediately upon final testing, acceptance by resolution of the HCA Board of Directors and filing of all easements. The **APPLICANT** shall execute and deliver, or cause to be executed and delivered, such bills of sale, assignments,

deeds, conveyances, instruments including easements, and to take such other action as deemed necessary by the **AUTHORITY** to vest title of the Installations to the **AUTHORITY**. The **AUTHORITY** shall have the right to extend the Installations owned by it and to make any other water line main extensions or services beyond or laterally from the Installations without any obligation to provide any refund or reimbursement to the **APPLICANT**.

## **ARTICLE VII Plans and Easements**

- 7.1 Prior to the commencement of the acquisition and construction of the Installations, the **APPLICANT** shall furnish to the **AUTHORITY** three (3) sets of the approved Installations. Upon completion of the Installations, the **APPLICANT** will provide to the **AUTHORITY** information as the **AUTHORITY** may request concerning the Installations. Complete detailed and fully dimensioned As-built Plans of all Installations shall be prepared by the **APPLICANT**'s Contractor at the expense of the **APPLICANT** and shall be submitted for approval by the **AUTHORITY**. Approved as-built Plans shall become the property of the **AUTHORITY** and shall be provided in ©AUTOCAD DWG format or in such other document form as the **AUTHORITY** may require.
- 7.2 As built plans shall detail and dimension locations of easements, row, valves, pipes, fittings and all appurtenances. Dimensions shall be from fixed improvements on the property. Details shall also include each partial section of pipe, bend, fitting, couplings, etc...)
- 7.3 The **APPLICANT** shall grant and convey or dedicate to the **AUTHORITY** easements having a minimum width of 20 feet for all water lines and appurtenances, title to which is to vest in the **AUTHORITY** under Section 6.1 hereof, giving the **AUTHORITY**, its successors and assigns, the free and uninterrupted use, liberty and privilege to construct, install, maintain, repair and replace water lines and appurtenances with all necessary connections, and related facilities that may be required, together with the right of free ingress, egress and regress to and for the **AUTHORITY**, its successors and assigns, at all times hereafter to enter upon such easements.
- 7.4 All easements herein that cross or encroach on property to be sold under the Plans shall be particularly and fully described in the deeds with reference to the deed book and page number of the recorded easement and recorded plan of the development and chain of title.
- 7.5 Where practicable, the **APPLICANT** shall cause all such easements to be shown on the recorded plan of the Development, and if requested by the **AUTHORITY**, the **APPLICANT** shall revise and re-record such plan in order that all such easements shall be shown thereon. All instruments of conveyance shall be as to form and substance satisfactory to the **AUTHORITY**.

**ARTICLE VIII****Acceptance of Installations; Applications for Service; Additional Work**

- 8.1 After the **APPLICANT** has fully performed its obligations under this Agreement, the **AUTHORITY** shall accept ownership of those Installations described herein and shall so notify the **APPLICANT** in writing.
- 8.2 After the acceptance of the Installations by the **AUTHORITY**, each lot or property owner, or its successors and assigns, shall submit written applications for water service on forms prescribed by the **AUTHORITY**, which applications shall be accompanied by payment of the proper water tapping fees.
- 8.3 After acceptance of the Installations and upon receipt of applications for service and payment of tapping fee the **AUTHORITY** shall furnish water service under the terms of this Agreement and in accordance with the **AUTHORITY**'s rules and regulations.
- 8.4 Upon any written request of the **AUTHORITY** made within 12 months after the **AUTHORITY**'s acceptance of the Installations, the **APPLICANT** will, at its expense, promptly adjust the Installations to finished grade and perform such other work or connections as may be requested by the **AUTHORITY** to permit it to properly operate and maintain the Installations.

**ARTICLE IX****Financial Security; Performance and Maintenance Bonds**

- 9.1 As a condition precedent to the release by the **AUTHORITY** of any security, the **APPLICANT** shall deliver to the **AUTHORITY** a certificate, signed by the Authorized **APPLICANT** Representative, setting forth the names of all contractors, subcontractors, material men and other persons who have supplied labor or materials in respect of the installations and stating that all such contractors, subcontractors, material men and other persons have been paid in full.
- 9.2 As security for the performance by the **APPLICANT** of its obligations under this Section and as a condition precedent to the **AUTHORITY**'s acceptance of the Installations, the **APPLICANT** shall furnish to the **AUTHORITY** proof of a performance bond, letter of credit or other type of financial security acceptable to the **AUTHORITY** and authorized by the PA Municipality Authorities Act as a guarantee of completion.
- 9.3 The **APPLICANT** shall also maintain the Installation of all work performed under this Agreement in good condition and repair during construction and for a period of 12 months from the date of final acceptance of the Installations by the **AUTHORITY** through formal action by the Board of the **AUTHORITY** at a regular or special meeting thereof. **APPLICANT** shall furnish to the **AUTHORITY** a maintenance bond, letter of credit or other type of financial security acceptable to the **AUTHORITY** and authorized



by the PA Municipality Authorities Act in an amount equal to the fifteen (15%) of the certified cost of water main construction as a guarantee of maintenance. New customer water service shall not be initiated until acceptable financial security is provided.

## **ARTICLE X**

### **Indemnification of AUTHORITY**

- 10.1 The **APPLICANT** shall defend, protect, indemnify and save harmless the **AUTHORITY** and its members, directors, officers, employees, attorneys, engineers, inspectors, and agents (excluding third parties) against and from any and all liabilities, suits, actions, claims, demands, damages or losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the **AUTHORITY** and its members, directors, officers, employees, attorneys, engineers, inspectors, and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property, however caused (other than the negligence or the willful misconduct of the **AUTHORITY**), resulting from, connected with or growing out of any act of commission or omission of the **APPLICANT** or any officer, employee, agent, assignee, contractor or subcontractor of the **APPLICANT** or any use, non-use, possession, occupation, condition, operation, service, design, construction, acquisition, maintenance or management of, or in connection with, the Installations, or any part thereof, and regardless of whether such liabilities, suits, actions, claims, demands, damages or losses, expenses and costs of every kind and nature, be against the **AUTHORITY** or any of its members, directors, officers, employees, attorneys, engineers, inspectors, or agents, or be against or be suffered or sustained by legal entities, officers, agents or other persons to whom the **AUTHORITY** or any of its members, directors, officers, employees, attorneys, engineers, inspectors, or agents may become liable therefore. The **AUTHORITY** shall not be liable for any damage or injury to the persons or property of the **APPLICANT** or any of its directors, officers, agents, contractors, subcontractors and employees, or any other person or entity who or which may be upon the Development. The **APPLICANT** may, and if so requested by the **AUTHORITY** shall, undertake to defend, at its sole cost and expense, any and all suits, actions and proceedings brought against the **AUTHORITY** or any of its members, directors, officers, employees, attorneys, engineers, inspectors, or agents in connection with any of the matters indemnified against in this Section and the **APPLICANT** shall pay and satisfy any judgment resulting from any such suit, order or proceeding.
- 10.2 The **AUTHORITY** shall give the **APPLICANT** timely notice and shall forward to the **APPLICANT** every demand, notice, summons, or other process received with respect to any claim or legal proceeding within the purview hereof, but the failure of the **AUTHORITY** to give such notice shall not affect any right to indemnification hereunder.
- 10.3 Indemnification to the **AUTHORITY** shall remain in full force and effective until expiration of maintenance bond or time as agreed by both parties

**ARTICLE XI**  
**Reimbursements**

- 11.1 In accordance with the Pennsylvania Municipal Authorities Act, as and when connections, if any, are made to this main water line to provide water service to the another property not in the development for which this extension was constructed, the **AUTHORITY** will charge, to the extent permitted by law, a tapping fee, and, for a period not to exceed ten (10) years, shall reimburse to the **APPLICANT** the proceeds of such tapping fees, less collection charges, court costs, attorney's fees and any other expenses incurred by the **AUTHORITY** relating to such tapping fees, all in accordance with the PA Municipality Authorities Act and subject to this written agreement of the reimbursement part of the tapping fee.
- 11.2 The **APPLICANT** agrees that the **AUTHORITY**'s reimbursement obligation under this Article XI is subject to all laws relating to tapping fees and connection charges and as amended by this agreement and that the amount of all tapping fees and the establishment and collection thereof are matters entirely within the sole discretion of the **AUTHORITY**.
- 11.4 The **APPLICANT** shall furnish to the **AUTHORITY** certified invoices for the costs of installing the main line and shall obtain the **AUTHORITY**'s approval of the cost of such work. Only those costs of the installation of the main line, approved by the **AUTHORITY**, will be eligible for this reimbursement.

**ARTICLE XII**  
**Miscellaneous**

- 12.1 The **APPLICANT** agrees that the right to water service from the Installations constructed under the terms of this Agreement shall at all times be subject to the most current rates and the rules and regulations of the **AUTHORITY** which are available at the **AUTHORITY** Administration Building.
- 12.2 Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement, change, waiver, discharge or termination is sought.
- 12.3 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understanding and agreements between the parties with respect to such subject matter. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 12.4 The **APPLICANT** may not assign or transfer its rights hereunder without the prior written consent of the **AUTHORITY** which shall not be unreasonably withheld or delayed.
- 12.5 This Agreement shall bind the parties hereto, their respective successors and assigns.
- 12.6 **APPLICANT**, his successors and assigns agree that the jurisdiction and venue for any dispute under this Agreement is Luzerne County, Pennsylvania.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**APPLICANT**

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

By: \_\_\_\_\_  
(Sign)

**COMMONWEALTH OF PENNSYLVANIA**

**ATTEST.** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared the above-named, who acknowledged himself to be the Chairman of the Hazleton City **AUTHORITY** – Water Department, a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said **AUTHORITY** by himself as Chairman.

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

\_\_\_\_\_  
**Notary Public**

**Hazleton City AUTHORITY Water Department**

By: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Sign) Chairman

**HAZLETON CITY AUTHORITY – WATER DEPARTMENT  
WATER MAIN EXTENSION PROCEDURES**

**APPLICATION PROCESS:**

Any **APPLICANT** desiring to have water service supplied to a particular area or subdivision and served by the Hazleton City **AUTHORITY** - Water Department (**AUTHORITY**) shall:

- (A) Make application to the **AUTHORITY** for approval;
- (B) Submit, at his or her own expense, three (3) copies of detailed plans and specifications of the distribution system prepared by a licensed professional engineer in conformance with the regulations of the **AUTHORITY**;
- (C) Secure the approval of the plans and specifications in writing from the governing Municipality, along with any other permits as required;
- (D) The **APPLICANT** of such parcel of land to be developed, at the time of submittal of construction plans, shall pay to the **AUTHORITY** a Plan Review Fee of **\$100.00 DOLLARS**. The fee provides for the plan application review and any costs of service performed by the **AUTHORITY** which does not include the deposit required by this non-refundable main line extension agreement. The deposit as determined by the agreement shall also include all legal services, inspection of construction, and all other engineering, technical and administrative services provided relative of extensions to the existing **AUTHORITY**'s water system. Should the cost exceed the deposit, the **APPLICANT** will be charged the additional fees. Any monies unexpended from the deposit upon completion of the project shall be returned to the **APPLICANT**. The review fee is required in addition to deposit money required in Section 3.2 of the **AUTHORITY** Water Service Agreement and any required tap-in/connection fees to provide service.
- (E) Any owner(s) requesting installation of a service line or lines from the **AUTHORITY**'s main into his or her premises must first make written application on the form furnished by the **AUTHORITY**, at least one week before service is required, guarantee that such service will continue for at least one year, and provide the exact day and time when the trench from curb to the property will be ready for making the connection and inspection.
- (F) In addition, owner(s) requesting service connection as a result of new constructions, service line renewal or reestablishment of service must also sign the Lead Free Certification and Backflow Device Requirement before connection is made.

**REVIEW PROCESS:**

The **AUTHORITY's** professional engineer and the **AUTHORITY's** manager will review the construction plans and specifications using the guidelines and standards of American Water Works Association (AWWA), Insurance Service Office (ISO), UCC, PA State and/or local laws and regulations and the **AUTHORITY's** Rules and Regulations governing water service:

- (A) Upon receipt of acceptable reviewed/revise and approved permits and plans the **AUTHORITY's** professional engineer and its manager will review the construction plans **AND APPLICANT'S** calculations to ensure the quality of water, pressure requirements, sufficient volume of water and fire flow are available to service the proposed development and will determine that such construction will not reduce or affect the current water distribution system.
- (B) **AUTHORITY's** professional engineer and its manager will review the construction plans for type of material proposed in the construction, in conformance with approved specifications using AWWA, UCC, PA State and/or local laws and regulations, and the **AUTHORITY's** Rules and Regulations governing water service.
- (C) **AUTHORITY's** professional engineer and its manager will review fire hydrant flows and hydrant spacing with the governing Municipality's Fire Chief in accordance with ISO guidelines.
- (D) **AUTHORITY's** professional engineer and its manager shall provide to **APPLICANT** a list of any deficiencies and recommended improvements.

**APPROVAL OF PLANS AND SPECIFICATIONS:**

The **AUTHORITY's** professional engineer and the **AUTHORITY's** manager shall present information on all findings to the **AUTHORITY** at any of the **AUTHORITY's** regularly scheduled meetings. The **AUTHORITY's** decision to approve water main extensions is at its sole discretion and nothing contained therein shall be construed as requiring the **AUTHORITY** to make water main extensions or to furnish service to any undeveloped area. Upon the **AUTHORITY's** approval of the plans and specifications at any of their meetings, the **AUTHORITY** may enter into a Water Service Agreement with the **APPLICANT** for the water main extension.

**WATER SERVICE AGREEMENT:**

The Water Service Agreement provides a legal document finalizing the construction plans and specifications, rights-of-way, administration, legal and engineering expenses and dedication of such facilities of which the terms and conditions are defined.

**HOLD HARMLESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (Contractor)

hereinafter called Contractor, has entered or will enter into an Agreement with the **Hazleton City Authority – Water Department**, hereinafter called the Owner for \_\_\_\_\_ **Project.**

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable consideration. Contractor, intending to be legally bound hereby, agrees to indemnify and save harmless the Owner and Engineer from and against all claims, damages, losses and expenses (including attorney’s fees and other expenses) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or person) including loss of use resulting therefrom and (b) is also caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the names parties above.

In any and all claims any of the names parties above, or any of their agents or employees, or any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts anyone or more of them may be liable, the indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the Workmens’ Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

**CONTRACTOR**

**Attest:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**(SEAL)**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_  
(Here insert the name or legal title and address of CONTRACTOR)

As \_\_\_\_\_ PRINCIPAL, \_\_\_\_\_ and

\_\_\_\_\_  
(Here insert the legal title and address of SURETY)

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania as SURETY are held and firmly bound unto **Hazleton City Authority – Water Department, 400 East Arthur Gardner Parkway, Hazleton, PA 18201**, (herein after referred to as OWNER).

As OBLIGEE, for the use and benefit of CLAIMANTS as herein below defined, in the full and just several sums of \_\_\_\_\_ lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, said PRINCIPAL is about to enter into a certain CONTRACT with said OBLIGEE, dated \_\_\_\_\_, (hereinafter called the CONTRACT) for: \_\_\_\_\_ **Project**, which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall promptly made payment to all CLAIMANTS as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A CLAIMANT is defined as one having a direct contract with the PRINCIPAL or with a SUBCONTRACTOR of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the CONTRACT, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the CONTRACT.
- 2) The above named PRINCIPAL and SURETY hereby jointly and severally agree with the OWNER that every CLAIMANT as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such CLAIMANTS work or labor was done or performed, or materials were furnished by such CLAIMANT, may sue on this BOND for the use of such CLAIMANT, prosecute the suit to final judgment for such sums as may be justly due CLAIMANT, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No such suit or action shall be commenced hereunder by any CLAIMANT.
  - a) Unless CLAIMANT, other than one having a direct contract with the PRINCIPAL, shall have given written notice to the PRINCIPAL, OWNER, and SURETY, within (90) days after such CLAIMANT did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount

claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, and SURETY, at any place where an office is regularly maintained for the transaction of the business, or served in the state which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4) The amount of this BOND shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of SURETY of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this BOND.
- 5) The PRINCIPAL and the SURETY agree that any alterations, changes, or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK may be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any giving the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT, shall not release in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received does waive notice of any alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

**NOTE:** This Bond is executed and delivered under and subject to the provisions of Act No. 385 of the Pennsylvania General Assembly, approved December 20, 1967, and known as the Public Works Contractor's Bond Law of 1967.



IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of:

_____	(SEAL)
(Individual or Partnership Principal)	
_____	_____
(Address)	(Business Address)
_____	(SEAL)
(Individual or Partnership Principal)	
_____	_____
(Address)	(Business Address)

Witness: \_\_\_\_\_  
(Corporate Principal) (Business Address)

BY: \_\_\_\_\_

(Affix Corporate SEAL)

(Corporate Surety) \_\_\_\_\_

(Business Address): \_\_\_\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Secretary) (Affix Corporate Seal)

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_ As PRINCIPAL, and

\_\_\_\_\_  
(Here insert the legal title and address of SURETY)

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania as SURETY are held and firmly bound the **Hazleton City Authority – Water Department**, (herein after referred to as OWNER).

As OBLIGEE, for the use and benefit of CLAIMANTS as herein below defined, in the full and just several sums of \_\_\_\_\_ s DOLLARS (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, said PRINCIPAL is about to enter into a certain CONTRACT with said OBLIGEE, dated \_\_\_\_\_, **2023**, (hereinafter called the CONTRACT) for: \_\_\_\_\_ **Project** which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part hereof as fully as if set forth herein.

Now, therefore, the conditions of this BOND shall be such that:

The PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the **period of one (1) year from the date of HCA acceptance of Contractor's Certification of Project Completion** by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes, and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors, and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_  
(Individual or Partnership Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

\_\_\_\_\_  
(Individual or Partnership Principal) (SEAL)

\_\_\_\_\_  
(Address) (Business Address)

Witness: \_\_\_\_\_  
(Corporate Principal) (Business Address)

BY: \_\_\_\_\_

(Affix Corporate SEAL)

(Corporate Surety) \_\_\_\_\_

(Business Address): \_\_\_\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Secretary) (Affix Corporate Seal)

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_

a \_\_\_\_\_ hereinafter called Principal  
(Corporation, Partnership, or Individual)

and (Name of Surety): \_\_\_\_\_

Address of Surety: \_\_\_\_\_

Hereinafter called SURETY; are held and firmly bound unto

Name of Owner: Hazleton City Authority – Water Department,

Address of Owner: 400 East Arthur Gardner Parkway, Hazleton, PA 18201

in the sum of \_\_\_\_\_

in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_ **Project**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in duplicate (2) counterparts, each one of which shall be deemed original, this the

\_\_\_\_\_ Day of \_\_\_\_\_, 2024.

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_ (s)  
(Principal) Secretary Principal

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Address: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
(Surety) Secretary Surety

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.