

# WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT BY AND BETWEEN:

WALKER TOWNSHIP, a Township of the Second Class in Juniata County, Pennsylvania, (hereinafter "the Township"), 9698 William Penn Highway, Thompsontown, PA 17094

And

MIFFLINTOWN MUNICIPAL AUTHORITY, a Pennsylvania municipal authority organized under the Municipality Authorities Act of 1945, as amended, (hereinafter "the Authority"), with its principal place of business at 259 Water Company Road, Mifflintown, PA 17059

WITNESSETH:

WHEREAS, the Authority owns and operates water facilities servicing various political subdivisions in Juniata County currently including but not limited to particular areas and places in Walker Township, Juniata County, Pennsylvania;

WHEREAS, residents of the Township, in particular residents of or near that certain area of Walker Township K/A "Mexico" which is an unincorporated community but census-designated place in Walker Township, Juniata County, Pennsylvania, have requested public water to be supplied to them by the Authority;

WHEREAS, residents of the Township, in particular residents of or near that certain area of Walker Township K/A "Mexico", are concerned about the quality and volume of water from their individual on lot wells and have requested treated public water to be supplied to them by the Authority;

WHEREAS, the Township under its powers and authority for public safety, health and welfare of its constituents and pursuant to the Second Class Township Code, particularly 53 P.S. §66530, the Township is authorized to enter into agreements for the connection to public water and are requesting an extension of the Authority's water services in order that a volume of clean and potable public water may be provided to its constituents in the area known to the parties as Mexico;

WHEREAS, the parties hereto desire to establish the legal basis for the extension of municipal water services, using facilities owned and operated by the Authority, into Walker Township, which is not a municipality member of the Authority and in particular to that certain area of Walker Township K/A "Mexico" which is an unincorporated community but census-designated place in Walker Township, Juniata County, Pennsylvania;

NOW THEREFORE, IN CONSIDERATION OF the mutual promises herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows, to wit:

1 . The Township shall pay the Authority the sum of \$300,000,00 within ten (10) days of the Walker Township Board of Supervisors approving this Agreement, hereinafter "the Township Payment".

2. The Authority shall extend its existing 10" water main from its current "Cap End" (described at Sheet #4 in Exhibit "A" ) ending at a loop at Foster Street (described at Sheet #10 in Exhibit "A" ) by the extension of its 10" inch main water transmission line in Order that its services may be available for connection to all properties within one hundred and fifty feet, in accordance with and as further described in Exhibit "A" attached hereto and incorporated herein by this reference, "the Mexico Main Extension Line".

3. This Agreement is for the installation of the main water transmission line as stated in paragraph two (2) aforesaid. The costs do not include the installation of any shutoff valves or any connections for service laterals or the payment of any connection costs or tapping fee which shall be the responsibility of any proposed or required connector to the water main. It does include the installation of fire hydrants at the locations provided for and as described in Exhibit "A".

4. The Mexico Main Extension Line shall be installed to the Authority's specifications and regulations.

5. The Authority may alter the plans as may be necessary for permitting, bidding and construction, in particular, for the location of valves, hydrants, and crossings and any conflict with any other utilities or features. The Authority shall be solely responsible for the payment of all costs, including legal fees, permits and engineering expense for the Mexico Main Extension Line and does hereby agree, upon the payment and receipt of the Township Payment to indemnify and hold the Township harmless for any and all costs incurred for the Township's benefit in the completion of the Mexico Main Extension Line beyond the sum of \$300,000.

6. It is anticipated that total costs of the Mexico Main Extension Line will be in excess of \$300,000. In the event the total costs exceed \$300,000, (inclusive of permit costs, legal costs and engineering costs) the payment of any and all costs in excess of \$300,000 shall be the sole liability and responsibility of the Authority. In the event, the total costs upon completion of the Mexico Main Extension Line is less than \$300,000, the township shall be refunded the unspent difference. However, once the \$300,000 payment is received by the Authority, the parties explicitly agree that the payment may not be refunded, in any amount, for any reason other than as set forth in this Section 6. Within a reasonable time after completion of the Mexico Main Extension Line, the Authority shall provide an accounting of the costs for its completion.

7. It is anticipated that the Mexico Main Extension Line shall be installed in existing Right-of-Ways of the Commonwealth of Pennsylvania and/or Walker Township. In the event, any easement, in particular a temporary easement for construction (installation) purposes, is necessary, it shall be the sole responsibility of Walker Township to acquire the same.

8. This Agreement shall continue in effect indefinitely, and shall bind the parties hereto, their successors or assigns.

9. The Township hereby delegates to the Authority the following rights, functions, and powers with respect to the service areas of its water facilities within the Township:

(a) The power to set rates for connection to and use of the Authority's water and water facilities and system operated by the Authority to be exercised in accord with the Authority's power under the provisions of 53 P.S. §5607 (d);

(b) The power and right to make demand for, sue for, lien, collect, and otherwise enforce the obligations of users of the Authority's water and water facilities and system, in particular but not limited to: to pay the connection and use rates set by the Authority;

(c) The power, right, and function to designate the specifications for and design and performance standards for all manner of equipment and materials which are or shall become part of the Authority's water facilities and system and to inspect the same either before, during, or after installation, and to require compliance with such standards by the developers of real estate in the Township; and

(d) Such other rights, functions, and powers as may be necessary and convenient, or either, in accomplishing the proper and efficient operation of the Authority's water facilities and system as a whole.

10. Any and all improvements made to the Authority's water facilities and system in the undertaking of the Mexico Main Extension Line shall be the sole property of the Authority and as the sole property of the Authority, the Authority is responsible for any and all future maintenance and shall indemnify and hold the Township harmless therefrom.

11. Township and Authority agree that the following procedure shall be followed in each instance in which a developer applies to Township for approval of a subdivision which contains a proposal to connect with the Authority's water facilities:

(a) Township shall require as part of the developer's application for subdivision approval all information pertinent to the proposed connection to the Authority's water facilities, including (but not limited) all engineering plans and necessary right-of-way descriptions.

(b) Township shall forward the required information to the Authority at least nine (9) working days prior to its regularly scheduled meeting in order that the information submitted by the developer (when complete) for review by Authority and written response indicating (i) whether Authority has the capacity to service the proposed addition to its system, and (ii) whether the Authority will require any special conditions of the developer;

(c) Township shall also require developer to enter into a developer's agreement with the Authority in the form required by the Authority.

(d) Authority agrees to review and respond in writing to Township and/or developer within five (5) working days after the first regularly scheduled Authority Board meeting following a complete submission of information from the developer.

(e) The Township acknowledges that the Authority has not made any commitment to provide any particular quantity of water for future development.

12. The Township when issuing a land use permit shall determine whether the subject real property is within the service area of the Authority's water facilities and system and require the use of the Authority's water facilities and system if it is within the service area.

13. Any and all connections to the Authority's water facilities and system shall be commenced and completed pursuant to the specifications and regulations of the Authority and all such use of the Authority's water and water facilities and system shall be subject to the Rules and Regulations of the Authority. No connection shall be made to the Authority's water facilities and system until the proposed connector pays any and all applicable costs for connection, including a tapping fee and inspection fee as set by the Authority.

14. To the extent that there is a disagreement to any term not defined in this Agreement, the term shall be defined in accordance with the Authority's definition as provided in the Authority's Rules and Regulations and the definitions therein contained are hereby incorporated herein by this reference thereto. Unless inconsistent with the express language hereof, the provisions of the Policies and Procedures Manual for Extensions to the Authority's System are also incorporated herein by this reference.

15. This Agreement shall not be modified or augmented unless by a writing signed and appropriately approved by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this WATER MAIN EXTENSION AGREEMENT to be properly executed.

**MIFFLINTOWN MUNICIPAL AUTHORITY**

By: Paul R. Shellenberger  
Paul R. Shellenberger, Chairman

**WALKER TOWNSHIP BOARD OF SUPERVISORS**

Attest:  
Walker Township

Patricia Bowers,  
Walker Township Secretary

By: \_\_\_\_\_  
Steven C. Casner, Chairman

By: \_\_\_\_\_  
Joel Bell, Supervisor

By: \_\_\_\_\_  
Cory L. Deihl, Supervisor