

**CITY OF LEBANON AUTHORITY  
WATER MAIN  
EXTENSION AGREEMENT NO.**

THIS AGREEMENT, made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
between THE CITY OF LEBANON AUTHORITY, hereinafter called the "AUTHORITY",  
Party of the First Part,

AND

\_\_\_\_\_ of \_\_\_\_\_,  
hereinafter called the "DEVELOPER" Party of the Second Part.

WHEREAS, the said \_\_\_\_\_ is  
desirous of extending a \_\_\_\_\_ inch water main from the Authority's existing water  
distribution main located at \_\_\_\_\_  
Street Twp., Boro  
said Extension to serve a development known as \_\_\_\_\_,  
and containing \_\_\_\_\_ building lots/apartment units, which was recorded in  
Plan Book \_\_\_\_\_, page \_\_\_\_\_, on \_\_\_\_\_, in the Recorder of Deeds Office,  
Date

County of Lebanon, and Commonwealth of Pennsylvania, and or to extend the distribution  
system as follows:

| <u>LOCATION OF EXTENSION</u> | <u>LENGTH</u> | <u>SIZE</u> | <u>STREET<br/>WIDTH</u> | <u>ST<br/>R/W</u> | <u>UNITS<br/>SERVED</u> | <u>FUTURE<br/>UNITS<br/>SERVED</u> |
|------------------------------|---------------|-------------|-------------------------|-------------------|-------------------------|------------------------------------|
| 1.                           |               |             |                         |                   |                         |                                    |
| 2.                           |               |             |                         |                   |                         |                                    |
| 3.                           |               |             |                         |                   |                         |                                    |
| 4.                           |               |             |                         |                   |                         |                                    |
| 5.                           |               |             |                         |                   |                         |                                    |
| 6.                           |               |             |                         |                   |                         |                                    |

and thereafter to deed over to the Authority its entire right, title and interest in the Extension, as  
hereinafter set forth, and the Authority is willing, upon the terms and conditions hereinafter set

forth, to permit the attachment of the said Extension to the existing water distribution system of the Authority upon the condition that, upon completion, the said Extension will be conveyed to the City of Lebanon Authority, upon the terms and conditions hereinafter set forth.

NOW THEREAFTER, in consideration of the premises and of the several covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, have covenanted and agreed to do hereby covenant and agree as follows:

1. The Extension covered under this Agreement is outlined on plan attached hereto, and it is acknowledged that the same is on file in the office of the City of Lebanon Authority. Special requirements or conditions relating to this Extension as listed on said Plan or as supplemented by the Executive Director, are acknowledged as being part hereof.

2. Parties to this Agreement agree to acknowledge, by signing, the plan(s) showing the outlined Extension referred to herein.

3. The Extension shall be installed, including pipe, valves, valve boxes, fire hydrants, appurtenances, and any associated state/local permit and/or inspection costs (hereinafter referred to as the Extension) at the expense of the Developer and in accordance with specifications adopted by the City of Lebanon Authority. Likewise, any Authority tapping and/or capacity fees must be paid in full before service lines are installed or water service is granted. A copy of said specifications is hereto attached and made part hereof, and is acknowledged by the signatures of all parties. These specifications are minimum standards and may be changed only by the City of Lebanon Authority as conditions warrant or when changes are in the best interest of the City of Lebanon Authority.

4. All waterlines shall be within a dedicated right-of-way or public street. The Developer shall prepare the right-of-way descriptions and dedication documents for Authority approval, and record the same with the Recorder of Deeds office.

5. Upon completion of the Extension or parts thereof, and prior to dedication of the extended water systems, an inspection shall be performed by the Developer and the Authority. All missing, damaged, misaligned, covered over, and other installation or operational deficiencies shall be corrected by the Developer. Developer shall supply proof that all

contractors, subcontractors, material suppliers, and permit fees have been paid in full, and that all street restoration and related work has been approved by PennDot and/or the local municipality.

6. In the event a PennDot permit, or any other permits such as municipal road permits, environmental permits such as stream or wetland crossings, etc, is required, the Authority requires that the developer provide a bond for total cost of water main, appurtenances, restoration, and to fulfill all final obligations of the permit(s).

7. Acceptance of the Extension or parts thereof by the Authority will be only after the conditions of Paragraphs 1, 2, 3, 4, 5, and 6 herein have been satisfied. Upon notification by the Executive Director that said Extension or parts thereof has been installed according to the conditions of Paragraphs 1, 2, 3, 4, 5, and 6 herein the Authority will accept said Extension or parts thereof. No water service will be granted until the Extension or parts thereof is accepted by the Authority. The Authority will provide water service but Developer must maintain water mains and service lines until dedication.

8. The Authority shall operate the Extension as a part of its water distribution system for the furnishing of water in accordance with its rules and regulations and at such rates as from time to time shall be in force and effect. The Authority may extend its said main, including the Extension, and renew or enlarge the same and make connections set forth in Paragraph 8 hereof.

9. There will be **No** refund for water mains installed within developments.

10. In regards to the provisions set forth in Paragraph 10, **No** refund will be made to the Developer for new hook-ups made ten years after the date of this Extension Agreement. At that time all accounting shall cease.

11. In the event the Authority desires the main or mains to be larger than eight (8) inches in diameter, the Authority will refund to the Developer the excess cost of pipe, valves and fittings over the cost of eight (8) inch pipe, valves, and fittings, said refund to be based on the annual Authority bid price of water distribution materials. Said refund to be computed as follows:

**PIPE REFUND**

| <u>Lineal Ft.</u> | <u>Diameter</u> | <u>Pipe Cost/Ft. of 12" Pipe</u> | <u>Cost of 8" Pipe</u> | <u>Difference Between 12" &amp; 8"</u> | <u>Pipe Refund</u> |
|-------------------|-----------------|----------------------------------|------------------------|--|--------------------|
|-------------------|-----------------|----------------------------------|------------------------|--|--------------------|

**FITTING REFUND**

|                           |                  |  | <u>Total Cost</u> |
|---------------------------|------------------|--|-------------------|
| <u>        </u> Pounds of |                  | <u>        </u> Cost per Pound of 12-Inch Pipe | <u>        </u>   |
|                           | 12-Inch Fittings |  |                   |
| <u>        </u> Pounds of |                  | <u>        </u> Cost per pound of 8-Inch Pipe  | <u>        </u>   |
|                           | 8-Inch Fittings  |  |                   |
| Fitting Refund            |                  |  | <u>        </u>   |

**VALVE REFUND**

| <u>Number</u> | <u>Size of Valves</u> | <u>Unit Cost of 12-Inch Valves</u> | <u>Unit Cost of 8" Valves</u> | <u>Cost Difference Between 12" &amp; 8"</u> | <u>Valve Valves Refund</u> |
|---------------|-----------------------|------------------------------------|-------------------------------|---|----------------------------|
|---------------|-----------------------|------------------------------------|-------------------------------|---|----------------------------|

Grand Total Refund **TBD\*\***

**\*\*Estimate lineal feet and valves, etc. based on plans. Final fitting & valve refunds will be calculated after mains are installed, and will be based on field measurements and Authority inspector's measurements. Please provide a detailed listing of length, size, and cost of mains, valves, valve boxes, hydrants, fittings, etc.**

12. For water mains installed outside a development, the Authority will refund to the Developer for each new customer hook-up the “Reimbursement Component” of the current Authority water tapping fee. The Reimbursement Component shall be an amount equal to the current distribution part of the tapping fee less five percent (5%) for administrative costs. The reimbursement provision applies only to service lines connecting directly to the main extension outside the development for a period of 10 years from the date of this agreement. The following street/roads are eligible for reimbursements should water service be taken from mains located in these streets/roads.

| <u>Street/Road</u> | <u>From</u> | <u>To</u> | <u>Lineal Feet</u> |
|--------------------|-------------|-----------|--------------------|
|--------------------|-------------|-----------|--------------------|

IN WITNESS WHEREOF, THE AUTHORITY

and the said \_\_\_\_\_

for themselves and their respective heirs, executors, administrators, successors or assigns,  
have executed this agreement in triplicate as of the day and year first above written.

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

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

CITY OF LEBANON AUTHORITY

Approved:

Attest:  
  
\_\_\_\_\_  
Secretary: George Christianson

BY: \_\_\_\_\_  
Chairman: Martin D. Yocum, Jr.

Copies: Authority File  
Developer