

**MAIDENCREEK TOWNSHIP AUTHORITY**

**1 Quarry Road  
P. O. Box 289  
Blandon, PA 19510  
E-mail: [office@mtawater.com](mailto:office@mtawater.com)**

**Office:(610) 926-4173  
Fax:(610) 926-8391  
Sewage Treatment Plant:(610) 926-4140  
Sewage Treatment Plant Fax:(610) 926-3789**

**DATE:**

**ACCOUNT NO.:**

**SERVICE ADDRESS (THE "PROPERTY"):**

**PROPERTY OWNER(S) INFORMATION:**

**OWNER(S) NAME(S) ON DEED:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY-STATE-ZIP CODE:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**WILL THIS PROPERTY BE TENANT OCCUPIED?:** \_\_\_\_\_

**TENANT(S) NAME ON LEASE:** \_\_\_\_\_

**SEWER AND WATER SERVICE AGREEMENT**

THIS SEWER AND WATER SERVICE AGREEMENT ("Agreement") is made as of the date written above between MAIDENCREEK TOWNSHIP AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), and \_\_\_\_\_, adult individual(s) (individually and collectively "Owner").

The Authority and Owner are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties".

## Background

The Authority provides public water services (“Water Services”) and public sanitary sewer services (“Sewer Services”) to properties in the Township of Maiden Creek (“Township”).

Owner has requested that the Authority provide Water Services and/or Sewer Services to the Property.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the Parties, in consideration of the Authority supplying Water Services and/or Sewer Services to Owner at the Property, and the mutual covenants and promises herein contained, the sufficiency of which is acknowledged by the Parties, herewith agree as follows:

1. Background. The Authority and Owner acknowledge and agree that the Background sections set forth above are accurate and constitute an integral part of this Agreement and are incorporated herein by reference thereto.

2. Maintenance by Owner.

(a) Sewer. Owner shall, at Owner’s sole cost and expense, maintain the area from the Authority’s sanitary sewer main to the building located at the Property, including but not limited to the sewer lateral and vents, in good operating condition and repair.

(b) Water. Owner shall, at Owner’s sole cost and expense maintain any and all meters, meter pits, the area from the Authority’s water main to the building located at the Property, and other water facilities located upon the Property and in plain sight, in good operating condition and repair. Neither Owner nor Owner’s agents shall access the curb box for any purpose whatsoever, without the Authority’s prior written approval.

3. Maintenance by Authority.

(a) Sewer and/or Water Facilities and Equipment located within the Right-of-Way. The Authority shall, at the Authority’s sole cost and expense, maintain, replace and repair any and all sewer and/or water facilities and equipment located within the right-of-way; provided, however, any damage or neglect caused by Owner or Owner’s agent shall be repaired or replaced at Owner’s sole cost and expense. Examples of Owner’s neglect or damage include, but are not limited to, excessive grease buildup, tree root damage caused by trees located upon Owner’s Property, and damage caused by excavation of Owner or Owner’s agent.

(b) Meter and MXU (Meter Transceiver Unit). The Authority shall, at the Authority’s sole cost and expense, maintain, replace and repair the meter and MXU regardless of where the meter and MXU are located on the Property; provided, however, any damage or neglect caused by Owner or Owner’s agent shall be repaired or replaced at Owner’s sole cost and expense.

4. Payments by Owner.

(a) Sewer. Owner shall pay to the Authority, when due and owing, any and all tapping fees, tapping fee increases and sewer rents, fees and charges as set forth in regulations adopted from time to time by the Authority.

(b) Water. Owner shall pay to the Authority, when due and owing, any and all tapping fees, tapping fee increases and water rents, fees and charges as set forth in regulations adopted by the Authority from time to time.

5. Below Grade Sewer Service Connection. The Authority discourages below grade sewer service connections because such below grade sewer service connections create an increased risk of sewer back-up and flooding into Owner's basement. The Authority shall not be liable for any damage or injury caused by such sewer back-up as more fully explained in Section 11(a) herein below.

6. Access.

(a) Sewer. Owner shall permit the Authority, its employees, agents and representatives, access to the Property at any time and from time to time for inspecting, maintenance, testing and all other activities reasonably deemed necessary by the Authority pertaining to Sewer Services.

(b) Water. Owner shall permit the Authority, its employees, agents and representatives, access to the Property at any time and from time to time for water meter reading, inspecting, testing, maintenance, repairing and all other activities reasonably deemed necessary by the Authority pertaining to Water Services.

7. Tenant Occupied Properties.

(a) Sewer. Each Owner of the Property occupied by a tenant is responsible for payment of any and all Sewer Services charges for such Property. All Sewer Services bills shall be mailed to Owner and not the tenant.

(b) Water. Each Owner of the Property occupied by a tenant is responsible for payment of any and all Water Services charges for such Property. All Water Services bills shall be mailed to Owner and not the tenant.

8. Property Transfer - Sewer and Water. A new Sewer and Water Service Agreement shall be executed and delivered to the Authority upon each change of ownership of the Property. The Authority may discontinue Sewer Services and/or Water Services for failure to notify the Authority of such change of ownership and failure to execute and deliver to the Authority a Sewer and Water Service Agreement by the new owner(s).

9. Service Discontinuation.

(a) Sewer. The occurrence of either of the following, and the continuation thereof after written notice from the Authority to Owner, may result in discontinuation of Sewer Services and/or Water Services to the Property: (1) failure of Owner to pay to the Authority any amount due by Owner to the Authority when due and owing; (2) refusal by Owner to provide access to the Property to the Authority, its employees, agents and representatives, at any time for inspecting, maintenance, testing or any other activity reasonably deemed necessary by the Authority pertaining to Sewer Services.

(b) Water. The occurrence of either of the following, and the continuation thereof after written notice from the Authority to Owner, may result in discontinuation of Water Services to the Property: (1) failure of Owner to pay to the Authority any amount due and owing by Owner to the Authority when due and owing; (2) refusal by Owner to provide access to the Property to the Authority, its employees, agents and representatives, at any time for water meter reading, inspecting, testing, maintenance, repairing or any other activity reasonably deemed necessary by the Authority pertaining to Water Services.

10. Delinquencies - Sewer and Water. Owner shall pay to the Authority any and all amounts due and owing by Owner to the Authority when due and owing. Delinquent accounts shall be subject to penalties, interest, service charges for terminating and restoring Sewer Services and/or Water Services, as applicable, and all amounts incurred by the Authority in collection of such amount(s), including but not limited to attorneys' fees and costs, and all costs incurred for filing and satisfying a lien(s) against the Property.

11. No Authority Liability; No Claims.

(a) No Liability of Sewer. The Authority makes no representation or warranty with regard to Sewer Services or any of the Authority's sewer main(s), or any sewer lateral, appurtenance or attachment at the Property. The Authority shall not be liable for any damage or injury resulting from any leak, broken or damaged sewer main, broken or damaged sewer lateral, appurtenance, attachment, sewer back-up or any other cause occurring at the Property or within any building or structure at the Property. Owner represents and warrants that Owner shall not, at any time, make or institute any claim against the Authority for any of the foregoing; and in the event Owner makes or institutes any such claim, Owner shall pay to the Authority any and all amounts incurred by the Authority in connection with such claim, including but not limited to attorneys' fees and costs.

(b) No Liability of Water. The Authority makes no representation or warranty with regard to Water Services or any of the Authority's water main(s) or service pipe, or any appurtenance or attachment at the Property. The Authority shall not be liable for any damage and injury resulting from any leak, broken or damaged water main, broken or damaged service pipe, appurtenance, attachment or any other cause occurring at the Property or within any building or structure at the Property. Owner represents and warrants that Owner shall not, at any time, make or institute any claim against the Authority for any of the foregoing; and in the event Owner makes or

institutes any such claim, Owner shall pay to the Authority any and all amounts incurred by the Authority in connection with such claim, including but not limited to attorneys' fees and costs.

12. Fire Suppression Devices.

(a) To the extent there is a fire suppression device (the "FSD") installed or to be installed at the Property, Owner hereby requests the Authority to supply water service for such FSD.

(b) Owner, for and on behalf of himself/herself/itself/themselves, his/her/its/their respective heirs, representatives, successors, assigns and insurers ("Indemnitors"), shall defend, indemnify and hold the Authority, its officers, members, employees and representatives, and their respective heirs, representatives, successors and assigns ("Indemnitees") harmless, and hereby releases Indemnitees, from and against any and all claims, demands, liabilities, losses, obligations, damages and costs of any nature whatsoever, including but not limited to death, personal injury and property damage, including but not limited to attorneys' fees and costs, in any way relating to the FSD installed, or to be installed, at the Property and to which the Authority is supplying water, including by example only the adequacy of the flow and the adequacy of the duration of the flow of water from the Authority's water system to the FSD.

(c) Owner agrees, for and on behalf of himself/herself/itself/themselves, his/her/its/their respective heirs, representatives, successors, assigns and insurers, that as a condition of being supplied water for the FSD by the Authority, Indemnitors shall not institute any claim, demand or suit against the Authority which shall, in any way whatsoever, relate to the amount, quantity, quality, pressure or sufficiency, or lack thereof, of the water supplied by the Authority for use in the FSD.

(d) Owner acknowledges that he/she/it/they has been advised by the Authority that:

(1) the pressure of the Authority's water supply system may, or may not, be capable of meeting the requirements to start and maintain the FSD in the event of a fire;

(2) the minimum pressure requirements for fire suppression and/or sprinkler systems is or may be higher than that which the Authority maintains for domestic water supply;

(3) the water supplied by the Authority may not provide adequate and continued flow volume (gallons per minute) to the FSD;

(4) a pressure pump or holding tank may be required to be installed by Owner to meet the pressure and flow needs of the FSD;

(5) an Authority approved backflow prevention device must be installed on the FSD line to prevent contamination of the domestic water supply;

(6) the Authority does not and will not inspect or test Owner's FSD to determine: (i) whether it is adequate to suppress fire at the Property; (ii) whether or not it will operate with the existing water service capacity and pressure provided by the Authority's water system; (iii) whether or not it is properly maintained; and (iv) whether it complies with industry standards, state, federal and municipal laws and regulations;

(7) Owner must install and maintain an FSD that meets industry standards and federal, state and municipal laws and regulations, as amended from time to time;

(8) the Authority is in no way guaranteeing an adequate supply, volume or pressure of water to the FSD, and the supply of water may not reach the FSD as a result of, and including but not limited to, line flushing, line break, air-lock, drought, pumping system failure, sedimentation, contamination and/or termination of service by the Authority due to nonpayment of water bills by Owner or a tenant;

(9) Owner is obtaining water for the FSD through a fire service line dedicated to the FSD. Owner is advised that service to the FSD shall not be discontinued for nonpayment of the domestic water service fees as provided for in the Authority's resolutions and regulations applicable to service disconnection or stoppage for nonpayment of charges;

(10) to ensure the binding effect of this Agreement on heirs, representatives, successors, successors-in-interest and assigns of Owner, and their insurers, the Parties agree that this Agreement may be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in the Authority's sole discretion; and

(11) the Authority agrees to provide water to the FSD solely in accordance with the terms of this Agreement, and on the specific condition that the Authority shall have no liability whatsoever as a result of providing or failing to provide water to the FSD.

13. Miscellaneous.

(a) Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, representatives, successors and, where permitted, assigns.

(b) Integration. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements, conversations, discussions and negotiations between the Parties concerning the subject matter hereof.

(c) Remedies Cumulative. No remedy conferred upon the Authority is intended to be exclusive of any other remedy of the Authority, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Authority hereunder or now or hereafter existing at law or in equity. No delay or omission by the Authority in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the Authority from time to time and as often as

may be deemed expedient or necessary by the Authority in its sole and absolute discretion.

(d) Gender/Number. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender and words in the singular number shall be held to include the plural and vice versa. All pronouns and adjectives and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, single and plural as the identity of the person or persons may require.

(e) Additional Documents. Upon request by the Authority, Owner shall execute and deliver to the Authority such additional documents as may be reasonably necessary or desirable to effectuate the intent of this Agreement.

(f) Captions. The caption or heading of each section and subsection of this Agreement is for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(g) Assignment. Owner may not assign this Agreement or any duties or obligations hereunder without the prior written consent of the Authority. The Authority shall be entitled to assign this Agreement and any rights, interest, duties and obligations hereunder without the prior written consent of Owner.

(h) Governing Law; Jurisdiction. This Agreement shall be deemed to be made under and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. Each of the Parties to this Agreement irrevocably and unconditionally (a) agrees that any suit arising out of this Agreement shall be brought and adjudicated in the Court of Common Pleas of Berks County, Pennsylvania, (b) submits to the exclusive jurisdiction of the said Court of Common Pleas for the purpose of any such suit, and (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, any claim that such party is not subject to the jurisdiction of the said Court of Common Pleas, that such suit is brought in an inconvenient forum or that the venue of such suit is improper.

(i) Amendment. This Agreement may not be amended except by written instrument executed by the Parties.

(j) Time of the Essence. Time shall be of the essence of this Agreement.

(k) Understanding. Owner acknowledges that Owner has read the provisions of this Agreement and fully understands its terms, conditions and effect.

(l) Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the Parties have executed and delivered this Agreement as of the day and year first above written.

AUTHORITY:

MAIDENCREEK TOWNSHIP AUTHORITY

By: *Debbie Kline*  
Name: Debbie Kline  
Title: Office Administrator

OWNER:

Individual:

Owner's Signature: \_\_\_\_\_  
Print Owner's Name: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_  
Print Owner's Name: \_\_\_\_\_

OR

Corporation Name:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Limited Liability Company Name:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_