

## WATER SERVICE AGREEMENT

- Between -

The City of Bethlehem

- and -

Barry Pavlish

(Real Estate Situate in Bethlehem Township, Northampton County)

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the CITY OF BETHLEHEM, a municipal corporation with its offices and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as "City", and, Barry Pavlish hereinafter referred to as "Developer" having an address at 4451 Wagner Drive, Bethlehem PA. 18020.

WHEREAS, Developer desires to build the proposed Twelfth Street Project (the "Project") located in Bethlehem Township, Northampton County, Pennsylvania; and

WHEREAS, as part of the aforementioned Project, the Developer desires to install an approximately 360 ft. long water main extension along Twelfth Street situated in Bethlehem Township, Northampton County as shown on plans prepared by the City of Bethlehem, dated May 19, 2021, which water improvements as depicted on sheet 1 of 1 (the "Plans"); and

WHEREAS, the City desires to provide water service for the purpose of (a) to allow owners of improved properties along the water main to connect, and (b) to allow for future extension of the water main.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Developer to Perform and Pay for All Work. Developer shall, at Developer's sole cost and expense, pay for and perform in a good and workmanlike manner all water improvements shown on the plan sheets set forth in the Plans ("Work"). Said Work includes connection to an existing twelve (12") main, installation of all piping, valves, fittings, and appurtenances. . The proposed 60 ft. of 12" and 300 ft. of 6" water main extension shall be ductile iron pipe. A copy of the aforementioned Plans is on file in the City's Engineering Department.
2. The City shall pay for a portion of the total cost of the Work, which cost shall not exceed \$40,000.00. Upon completion of the Work and acceptance by the City, Developer shall submit an invoice to the City not to exceed \$40,000.00. Developer shall be responsible for all remaining cost of the Work. The City shall pay the Developer within 30 days of receipt of invoice. The Developer shall secure with Bethlehem Township the cost of all permits required to install the water main extension.

3. Ownership of Facilities. The Bethlehem Authority (hereafter the BA) will take ownership of the approximate 360 ft. – 12” & 6” diameter water main extension on Twelfth St. and all appurtenances starting at the point of interconnection with the City’s twelve (12”) main as soon as the Work is completed and accepted by the City Engineer. The City shall operate and maintain the water main extension and all appurtenances pursuant to a lease agreement and express covenants between the BA and the City which operates a public water utility subject to regulation under the PA Public Utilities Commission.
  
4. Compliance with City Standards and Specifications. Developer hereby agrees that all materials and construction used, installed and performed under this agreement shall be in strict compliance with the City of Bethlehem’s Standard Specifications for this type of construction, except as may be waived by the City Engineer. The City’s Standard Specifications shall, for the purpose of this agreement, be deemed to be the minimum accepted standard. The City Engineer’s interpretation of compliance with the City’s Standard Specifications shall be controlling, final and not subject to Developer’s challenge or dispute. Developer further agrees that all materials and construction used, installed, and performed under this agreement shall, at all times, be subject to the City Engineer’s inspection and approval, and in the event of failure to obtain such approval, the same will be reconstructed at Developer’s sole expense to City Engineer’s satisfaction.
  
5. Developer shall Reimburse City for Expenses. Developer hereby agrees to reimburse City for any and all reasonable Engineering costs and expenses incurred by City in designing and inspecting Developer’s Plan Sheets used in Developer’s performance under this agreement, any and all “cut sheets” or “contractor’s grade sheets” used in conjunction with performance under this agreement, any and all reasonable costs associated with the on-site inspection, labor costs, fringe benefits, and other miscellaneous expenses at standard City rates prevailing at the time of review and construction.

Preliminary Estimate – City Costs

Items: Engineering and Inspection

Estimate: \$0.00

6. Developer’s Maintenance Responsibility. Developer shall be solely liable for all labor and material costs and expenses for the maintenance and/or reconstruction of the Work, except for the intentional or negligent casualty or injury to said Work by the City, for a period of one (1) year from the date of completion of construction and acceptance by the City. All valves, meters, and appliances furnished by the City and on property owned or leased by a water Customer shall be protected properly by the Customer.
  
7. City’s Maintenance Responsibility. Upon completion of the Work to the satisfaction of the City Engineer, the City shall maintain the tapping sleeve and valve at the point

of interconnection to the City's transmission main. For the remaining portion of the Work, the City's obligation under this provision shall commence at the termination of Developer's one (1) year commitment under Paragraph 6 above. In addition, the City will maintain all fire hydrants (public and private) and charge fees for said maintenance in accordance with City of Bethlehem Water Tariff. These charges will be initiated after all fire hydrants are installed and the Work accepted by the City Engineer.

8. Right to Reject. The City may refuse to connect with any piping system or furnish water through such system if lead based materials, as defined in the Safe Drinking Water Act, have been used in any plumbing beyond the City's curb control valve. It shall be the Developer's responsibility to provide the City with any such certification which may be required to verify the absence or removal of such materials.
9. Connection to City Mains. No connection shall be made to the City main, nor detachment from it, except under the direction and control of the City. All such connections shall be the property of the City and shall be accessible to it and under its control. The City shall furnish, install and maintain all service lines from the main to and including the curb stop and box. The City reserves the right to determine the size and kind of the City owned service line. The City shall in no event be responsible for maintaining any portion of the customer service line or for any damage done by water escaping therefrom, or from lines or fixtures on the subject property.
10. Service. In accordance with this Agreement, City agrees to provide water service for properties located in Bethlehem Township, Northampton County, along the approximately 360 foot long water main extension on Twelfth Street. This Agreement shall not be construed or enforceable as a commitment to service to any developer or customer beyond the 360 foot long water main extension on Twelfth Street.
11. Disputes. The parties agree that all disputes arising out of this Agreement will be resolved between the parties in the Court of Common Pleas, Northampton County, Pennsylvania and that Pennsylvania law shall govern such disputes.
12. Compliance with Law. Nothing contained in this Agreement will relieve either party from complying with any applicable requirements of any Federal or State statute or regulation.
13. Invalidation. If the Pennsylvania Public Utility Commission or the courts invalidate any portion of this Agreement, then either party may elect to terminate the whole agreement except for the provisions set forth in Paragraphs 6, 7 and 8.
14. Indemnification. Developer shall save and hold harmless City and the BA from and against all suits or claims that may be based on the injury or alleged injury, including death, to any person or property that may occur, or that may be alleged to have

occurred, in the course of the performance of this agreement by Developer, whether such claim shall be made by an employee of Developer, or by a third party. Developer shall, at Developer's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against City in any such action, or actions, Developer, at Developer's own expense, shall satisfy and discharge the same, regardless of whether it is alleged that the same was due in whole or in part to any negligent act or omission of the City and or the BA.

15. Interpretation. Whenever this Agreement provides that an approval, waiver or consent of the City is required, that an act be done to the satisfaction of the City, that the judgment, discretion or opinion of the City is called for or that a cost or expense is the responsibility of Developer hereunder, the City shall not unreasonably or arbitrarily withhold, condition or delay its decision, and its judgment, discretion, opinion and/or costs and expenses shall be reasonable.

IN WITNESS WHEREOF, each of the Parties hereto has caused this agreement to be duly executed and attested as of the date first above written.

WITNESS:

**BARRY PAVLISH**

\_\_\_\_\_

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

ATTEST:

**CITY OF BETHLEHEM**

\_\_\_\_\_

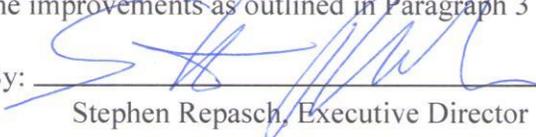
City Controller

By: \_\_\_\_\_  
Robert Donchez  
Mayor

The within Agreement is certified to be needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: Edward Boscola

Bethlehem Authority joins this Agreement for the sole purpose of agreeing to take ownership of the improvements as outlined in Paragraph 3 herein.

By:   
Stephen Repasch, Executive Director