

Exhibit A-2

FEASIBILITY PLAN REVIEW AGREEMENT

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the NAZARETH BOROUGH MUNICIPAL AUTHORITY of the Borough of Nazareth, County of Northampton and State of Pennsylvania (hereinafter "Authority") and \_\_\_\_\_, whose business address is \_\_\_\_\_, telephone number \_\_\_\_\_ (hereinafter "Applicant"), who is represented by \_\_\_\_\_.

WHEREAS, Applicant has requested the Authority provide sewage services for a residential development (industrial development) named (Company Name), on a tract of land owned by Applicant located \_\_\_\_\_, consisting of \_\_\_\_\_ acres, and being identified by Northampton County Tax Assessor's designation of Map \_\_\_\_\_, Deed \_\_\_\_\_, respectively of which Applicant is the legal or equitable owner; and

WHEREAS, Authority is willing to conduct a Feasibility Plan Review to determine whether, and under what circumstances, sewage service can be extended to Applicant's land aforementioned and to review plans of the proposed sanitary sewer system improvements; and

WHEREAS, Applicant is willing to deposit a sum of money with Authority as hereinafter set forth, in order to cover expenses to be incurred by Authority to its Solicitor and Engineer for the said Feasibility Plan Review in connection with Applicant's request that Authority determine whether sewage service can be made available to Applicant's project and, if so, under what circumstances, terms and conditions.

NOW THEREFORE, intending to be legally bound hereby, Applicant and Authority agree as follows:

1. The introductory paragraphs are incorporated herein by reference.

2. Concurrent with execution of the Agreement, Applicant shall deposit with Authority the sum of (\$ ) Dollars, to be held by Authority and applied to the aforesaid expenses pursuant to the terms and provisions of Appendix A of Authority's Rules and Regulations governing sewage service when obtained from the Municipal Wastewater System of Nazareth Borough Municipal Authority. In the event that the aforementioned deposit should be depleted before Authority's review is completed, Authority's Manager shall give written notice to the above stated address of Applicant, and Applicant shall, within seven (7) days of the date of such written notice, deposit such additional amount as shall be determined by the

Manager to be necessary to continue the review requested by Applicant.

3. In the event that Applicant advises Authority to discontinue further review, he shall notify Authority in writing, and upon receipt of such notice, Authority shall discontinue the review, collect all charges and expenses accrued to date of receipt of notice of discontinuance, and shall return the balance, if any, of the deposit to Applicant, or bill Applicant for any unpaid balance not covered by said deposit, which unpaid balance shall be immediately paid to Authority by Applicant.

4. Applicant and Authority recognize and agree that this Feasibility Plan Review Agreement does not bind either party to any other commitment and that this Feasibility Plan Review Agreement is not tacit, actual or implied approval of any plan of Applicant, nor tacit, actual or implied approval by Authority to supply sewage services to Applicant, and is not tacit, actual or implied approval of granting or reserving sewage treatment capacity by Authority to Applicant; such items to be subject of separate agreement or agreements between the parties and further subject to the Rules and Regulations of Authority as adopted from time to time.

5. Applicant acknowledges receipt of a copy of Authority's Rules and Regulations including Appendix C.