

DEVELOPER HANDBOOK
PROCEDURES FOR EXTENSION
OF PUBLIC WATER MAINS

JULY 1999

HRG PROJECT NO.: 3-778.029

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DEVELOPER HANDBOOK

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INTRODUCTION

The Authority will consider acceptance and ownership of public water facilities installed by a Developer as a portion of new subdivision construction or extension of facilities to areas not presently served by the Authority. This Handbook has been prepared to describe the procedures to be followed throughout the entire process; planning and design, construction and post-construction, so that the Developer can become familiar with the various requirements in order to properly design and schedule the project.

In terms of this Handbook, a Developer is defined as any individual, partnership, or corporation constructing water facilities whose ownership is intended to be transferred to the Authority. This Handbook outlines the Developer's requirements for each segment of the process, from planning through post-construction. The Handbook also includes the technical specifications which are the standards for the water facilities. The procedures also apply to capped water lines which will be connected to the Authority system at a later date.

All facilities must be designed following the guidelines included in the Handbook and constructed in accordance with the technical specifications adopted by the Authority, copies of which are provided in the Appendix of this Handbook. All water facilities must be adequately sized for the Authority's future requirements.

The Developer is responsible for all costs relative to the design, review, applications, permits, rights-of-way, construction, inspection, testing, and dedication of the facilities to be constructed by the Developer. The Developer will also be responsible for any specific improvements or enlargements required in the existing facilities to accommodate the water demands from the proposed service area.

A Water Main Extension Agreement between the Developer and the Authority will be required prior to the start of the Design Phase. A sample Agreement is included in the Appendix. A specific Agreement will be drafted by the Authority solicitor upon submission of an Application to the Authority Manager.

I. PLANNING PHASE

During the planning phase, two (2) copies of the Sketch Plan must be submitted to the Office Manager for the Authority's review of the layout of the water facilities.

The layout should show the approximate locations of the proposed lines and the point of connection to the Authority system. The submission should include the number and types of units proposed and the estimated average and maximum water demands.

Based upon the information provided, the Authority will complete an evaluation of the system capacities to determine the ability of the system to serve the proposed service area. A review fee may be assessed to compensate the Authority for the cost of the evaluation.

The evaluation will identify the existence of any potential problems with providing the service requested, both in terms of physical facilities and timing of the service. If the preliminary evaluation indicates that further study is required to determine the ability of the systems to provide the service requested or that modifications are required, the Developer will be notified that a detailed study must be completed by the Authority. The cost of that study is the responsibility of the Developer. An estimate of the cost of the study will be provided to the Developer so that an escrow can be established to reimburse the Authority for the cost of the study.

In the event that the Developer is unable or does not desire to provide the design and Construction phase services outlined in this Handbook, a request may be made to the Authority to complete these tasks on the Developers behalf. In this instance, all costs of design, permitting and construction will be borne by the Developer. The Authority will provide the Developer with a cost estimate to complete the tasks. An escrow account will be established to reimburse the Authority for the cost of the project.

II. DESIGN PHASE

Three (3) copies of the Final Plans shall be submitted to the Authority Manger for the Authority's review of the proposed water line construction. The plans shall include the detailed design of the proposed facilities including, but not limited to, plan of the water mains indicating the locations of all valves and fire hydrants, and detailed plans of any special facilities such as booster pumping stations, water storage tanks, special construction such as highway, stream or railroad crossings, etc.

The plans must be prepared under the supervision of or by a Pennsylvania registered professional engineer whose seal, signature and registration number shall appear on each sheet of the plans. All designs must meet the current requirements of Pennsylvania Department of Environmental Protection (DEP), Authority, and other controlling agencies where deemed appropriate by the Authority.

Complete plans of all facilities must be prepared, including plan views and showing all rights of way and parcels for dedication. The scale shall be a maximum of 1" = 50', or other suitable scale for all proposed water and sewer line construction. Suitable scales shall be used for pump stations and appurtenances. Sheet size shall be 24" X 36". U.S.G.S. datum shall be used for all elevations.

All designs shall conform to good engineering practice and shall meet the requirements of all applicable regulatory agencies and the Authority. The technical requirements shall be in accordance with the Authority's standard specifications which are included in the Appendix. These specifications are standard in nature and the Authority reserves the right to alter the requirements to meet specific project conditions. The developer shall check with the Authority prior to initiating design to confirm that the current edition of the standard specifications are in his possession.

The plan submission should also include information relative to rights-of way to be granted to the Authority and property to be dedicated to the Authority as a pump station or tank site. That information shall include right-of-way or property drawings and legal descriptions. For property to be utilized as a pump station or tank site, the Developer should also submit an environmental assessment of the site indicating the existence or potential for existence of hazardous wastes or other environmental concerns in accordance with the procedures outlined in ASTM standards.

The Developer shall be responsible for all costs incurred by the Authority relative to the review of the plans. Those costs will be forwarded to the Developer by the Authority. The Authority shall, at its sole discretion, based upon engineering advice and other factors and conditions relating to the water system existing at the time of approval, determine the water capacity available for the project. However, until payment is received for the plan review, the Authority will not issue a permit to connect to the system.

The Developer shall be solely responsible for the application for all permits for any local, state, and federal approvals required for the construction of the project. This responsibility shall include preparation of all application forms, supporting data, and payment of all filing fees and PA DOT bonds and insurances. All permits and/or approvals shall be in the name of the Authority.

The plans shall be accompanied by two copies of all applications and supporting data required by the various agencies from which approval is required for the project. The submission should also include the application forms which the Developer wishes the Authority to complete for the required project approvals.

The Authority will review the plans relative to the water facilities and provide written comments. The Developer shall be required to make the revisions required by the Authority and make a resubmission of the final plans. The Authority will review the revised final plans and, if all questions have been resolved, issue approval of the proposed water line extension. At the time the approval is issued, the Authority, as appropriate, will execute the application forms submitted with the final plans, provided all outstanding invoices for review fees have been paid by the Developer.

III. CONSTRUCTION PHASE

A. REQUIRED DOCUMENTATION

After final plan approval and issuance of all required permits by the appropriate agencies, but prior to the issuance of a permit by the Authority, the Developer shall submit two copies of all agreements, permits, rights-of-way, insurances and bonds required for the construction of the project. It shall also be required that all outstanding invoices for final plan review be paid. Changes to any plans or documents modified as required by any reviewing agency shall be included in this submission.

In addition to the documentation itemized above, the Developer shall also post financial security to ensure completion of the construction in accordance with approved plans and the rules and regulations of the Authority. Financial security may be Federal or Commonwealth chartered lending institution irrevocable letters of credit and restrictive or escrow accounts posted with a Federal or Commonwealth chartered lending institution chosen by the Authority, if the lending institution is authorized to conduct such business within the Commonwealth. Such security shall provide for, and secure to the Authority, the completion of the improvements.

The amount of financial security shall be equal to one hundred ten percent (110%) of the cost of the required improvements, including inspection and testing costs, and record drawings for which financial security is to be posted. The construction cost shall be established by estimate acceptable to the Authority and can be based on actual contract amounts or estimates made by the Authority. The escrow shall also include an amount to pay for inspection during construction, as well as testing and inspection as construction is completed. The allowance for inspection and testing will be established by the Authority. Any unexpended balance in the escrow will be returned.

If more than one year from the date of posting such financial security is required for completion of the required improvements, the amount of financial security may be increased by an additional ten percent (10%) for each one-year period beyond the first anniversary date from the posting of financial security or to one hundred ten percent (110%) of the cost of completing the required improvements as reestablished on or about the expiration of the preceding one-year period.

B. PRECONSTRUCTION

Prior to construction, the Developer must complete the following:

1. Schedule a preconstruction meeting with the Authority to review all aspects of the proposed project and the construction schedule.

2. Provide a list of contractors, subcontractors, and material suppliers to the Authority.
3. Submit material samples and material compliance certifications if requested by the Authority.
4. Provide documentation satisfactory to the Authority, indemnifying and holding harmless the Authority, their consultants and employees, for any and all claims for injury, death or damages, arising or alleged to arise from the construction of the project.

Construction shall not begin until the Developer has received a letter from the Authority that all preconstruction requirements have been satisfactorily completed. At that time, a Permit will be issued, provided all costs of review have been paid by the Developer.

C. DURING CONSTRUCTION

All construction must be completed in accordance with the specifications of the Authority relative to water line construction and the approved plans. The type of inspection, either full-time or periodic, shall be at the discretion of the Authority. The inspector shall have the authority to halt construction if, in his/her opinion, construction is not being completed according to the approved plans and specifications. The cost for the Authority inspection will be paid from the escrow established. The Developer shall be responsible for the inspection costs of permitting agencies such as PennDOT, Conrail, Townships, etc.

The Contractor for the Developer shall maintain detailed field notes regarding any agreed-upon changes to the design plans. Copies of these notes will be turned over to the Authority at the completion of installation for comparison of the record drawings with the design drawings.

As the construction proceeds, the Developer may request the Authority to authorize the release, from time to time, of portions of the financial security as long as the progress of work remains satisfactory to the Authority. Any such request, and basis therefore, shall be in writing to the Authority. If the Authority approves the request, the Authority will, within thirty (30) days of its approval of a request for partial release of escrow funds, authorize a release to the Developer on the basis of the approved partial release. The Authority will not authorize release of more than ninety percent (90%) of the amount due the Developer on account of the partial estimates. The retainage will be held until the Authority, as appropriate, formally accepts the construction.

Following installation, all facilities will be inspected and tested in accordance with the Authority specifications. All inspection and testing and subsequent reinspection and retesting shall be at the cost of the Developer.

D. POST CONSTRUCTION

Following completion of the installation and satisfactory passage of the inspections and tests required by the Authority, the Developer may request that the Authority accept dedication of the completed facilities. That request shall be made in writing and include the following:

1. Two copies of the Contractor's field notes regarding agreed-upon changes to the design plans made during the installation of the facilities.
2. Two sets of plans and one set of reproducible mylars showing the water facilities installed. The plans shall incorporate all changes to the design plans made during construction and shall constitute record plans of the facilities. In addition, the record plans shall include the location, length and depth of all water services.
3. Two sets of right-of-way drawings, descriptions, and agreements revised to include any changes in location made during construction. If no changes were made from the documents previously submitted, no new submission is required. In that instance, the Developer shall indicate in writing to the Authority that no changes have been made from the location shown and described on the previously submitted right-of-way documents.
4. Financial security in the amount of 10% of the actual installation cost of the facilities to secure integrity of the facilities for a period of 12 months (24 months in the case of State road work) from the date of acceptance by the Authority.

The Developer shall grant permission to the Authority to utilize portions of the facilities installed prior to acceptance if the Authority deems such use advisable.

The Developer shall provide a warranty for one (1) year following the date of acceptance of the facilities by the Authority. This warranty shall include all equipment, materials or appurtenances installed by the Developer. It shall be the sole responsibility of the Developer to repair or replace any equipment, materials or appurtenances deemed defective by the Authority during that period. The warranty shall include restoration and/or settlement of excavated areas either in public or private rights-of-way. The Developer shall be solely responsible for refilling excavations and restoring surfaces damaged due to settlement during that period.

The Developer shall provide financial security in a form satisfactory to the Authority in an amount of ten percent (10%) of the installed cost of the facilities as non interest-bearing security for any repairs required to the facilities within such warranty period. If, within that warranty period, any work installed by the Developer is determined to be defective by the Authority, the Developer shall promptly make repairs to such defective work.

If repairs to the defective work are not made within a reasonable period, such period to be at the sole discretion of the Authority, the Developer agrees that the Authority shall use the security provided by the Developer to make such repairs. The Developer shall provide additional funds to maintain the security at the 10% level and/or to complete the repairs should the security be insufficient, and to reestablish the security at the 10% level. At the end of the warranty period, the security shall be returned to the Developer.

SUBURBAN LOCK HAVEN WATER AUTHORITY

APPLICATION TO CONSTRUCT PUBLIC WATER FACILITIES

DATE _____
APPLICANT NAME _____
ADDRESS _____ TELEPHONE _____
ZIP _____

PROJECT NAME _____
LOCATION _____

(Attach sketch plan and location map on USGS quadrangle or other suitable mapping)

Number of units to be connected:

	NUMBER	FLOW
First Year	_____	_____
Second Year	_____	_____
Third Year	_____	_____
Fourth Year	_____	_____
Fifth Year	_____	_____
Ultimate	_____	_____

Type of units and number of each to be served:

Single Residence _____
Multi-Family Residential _____
Commercial _____
Industrial _____
Other (specify) _____

Proposed point of connection: _____
(Street Intersection)

APPLICANT SIGNATURE

APPENDICES