

Putnam Public Service District

Post Office Box 860 • Scott Depot, West Virginia 25560-0860
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ALTERNATE SEWER EXTENSION PLAN AGREEMENT

This Agreement entered into this _____ day of _____, 20____ by and between the Putnam Public Service District, hereinafter referred to as the "District" and _____ hereinafter referred to as the "Developer" witnesses that:

WHEREAS, Developer desires to install sewer service to such points or locations not presently served by the District by means of an extension of certain existing sewer mains hereinafter described; and

WHEREAS, District is willing and able to supply sewer to the area proposed; and

WHEREAS, District and Developer agree to the following terms to provide sewer service to the proposed locations:

1. Developer acknowledges that he has received and reviewed the District's "Procedures for Extending Water and Sewer Service" and the Public Service Commission's "Sewer Rule 5.5 Extension of Mains to Serve New Customers".
2. Developer covenants and agrees to lay the sewer main(s) as shown on plat or plan provided by Developer and described and located as follows:

Name of extension

_____.

Location of extension

_____.

Description

_____.

3. Developer covenants and agrees to pay all costs of such extension as shown on plat or plan provided by Developer, including but not limited to, engineering, permits, rights-of-way, legal, materials, labor, testing, and all other reasonable costs associated with said extension.
4. Developer shall have his engineer meet with the District's development staff prior to preparing his engineering plans for the development.
5. Developer shall submit to the District for its consideration and for action by its Board and if required to the Staff of the Public Service Commission, five (5) sets of plans and five (5) copies of the completed Bureau of Health application at least two (2) weeks prior to the District's regularly scheduled Board meeting. The District shall, upon approval of the Developer plans, execute the Bureau of Health permit application and return to the Developer for his submission to the Bureau of Health. The Developer shall be responsible for the payment of the Bureau of Health permit fees.
6. Developer shall construct and test the utility system in accordance to the District's Sewer Ordinance and Detailed Specifications.
7. Developer shall provide the District with an itemized list of materials and manufacturers' specifications for its approval prior to beginning construction. In addition, all material delivered to the job site shall be subject to the inspection and approval of the District.

8. No construction shall be undertaken prior to the issuance of all necessary permits. It shall be the responsibility of the Developer to provide the District with a copy of all necessary permits in advance of starting construction.
9. Prior to construction, the Developer agrees to provide the District with a plat showing all rights-of-way and easements required to provide service to the Developer's property and for the future extension of service to adjacent properties at no cost and to execute the documents provided by the District granting said rights-of-way and easements to the District, to permit the District to operate, maintain, replace and extend the facilities installed by the Developer. Further, the Developer agrees to reserve an area three (3) feet on each side of the sewer line for exclusive use of the District and to not provide any other utility the right to lay parallel underground lines within that reserved area without the prior approval of the District. The District shall not provide service to any customer from the lines installed by the Developer until the appropriate easement agreement has been executed by the Developer.
10. At least five (5) working days prior to the start of construction, a pre-construction conference will be held with the Developer, the Developer's Contractor, and the District. The Developer recognizes that it is his responsibility to keep the District notified of his work plans.
11. All connections to the District's existing system shall be made by the District unless otherwise approved by the District Engineer. The District will provide the Developer with a cost estimate for each connection and the Developer will pay the District in advance for the connection.
12. All installation of lines shall be made under the supervision of the District. It is and shall remain the Developer's responsibility to insure proper safety and workmanship practices are followed.
13. Developer must provide service tees and service lines to the property line for all lots. If the developer paves a street before providing such service lines, the District will not provide service to that portion of the development until the developer has paid the District for its cost to bore or open cut the street to provide the service. The District shall not charge sewer tap fees where the developer has provided the tap.
14. All sewer taps provided by the developer shall be installed using sewer tap "wye's" on the main line. In deep areas, the service line riser shall be installed to bring the line to the desired elevation and all service lines shall be plugged with glued caps and shall be clearly marked with a treated 2 x 4 protruding at least 2" above the finished grade. In addition, the developer shall provide the district with a marked up plan showing the actual location of all sewer lines and service laterals.
15. Any defects, breaks, or faulty installation appearing within one (1) year from date of connection to the lines of the District shall be repaired at the cost of the Developer making such installation. After one (1) year, the District shall assume and thereafter be responsible for maintenance, repair, and service of such installation under this contract as for any other lines of the District.
16. Such installation of extension shall confer no title, interest, or control to the Developer from the date of connection to the system of the District, and all applicants, users or customers shall make application for sewer service and pay the same costs of service connection and charges for sewer service as all other customers of the District.
17. District will not reimburse Developer for the installation cost or any other cost associated with the installation and construction of the sewer system. The Developer is familiar with and expressly waives any right to reimbursement under Public Service Commission Sewer Rule 5.5 and understands that the District's Alternate Sewer Extension Plan set out in the Agreement herein shall be construed as an exemption to Rule 5.5, a copy of which is attached hereto. The Developer understands that this Agreement is offered by the District as an option to Rule 5.5. The Developer hereby elects to use this option.

18. Upon connection to the District's system, the above-described extension shall immediately become and remain the property of the District, and the District shall have the right to further extend its sewer main beyond the terminus of the above-described extension without refund to the Developer for any new customers connecting into such further extension.
19. Developer will indemnify the District for any fees and judgments and all other costs associated with any lawsuit that may arise as a result of the installation of the extension by the Developer.
20. This Agreement shall be valid and binding on the District only when executed by its Chairman or General Manager or authorized officer.
21. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.
22. Developer may not assign this Agreement without the consent of the District. If assignment is sought by Developer, the District shall be provided with an executed copy of such agreement by assignee.
23. The District shall provide inspection for the project at no cost unless the developer works outside normal operating hours of the District and then the Developer shall be responsible for paying the inspectors wages unless the District Engineer approves the schedule.
24. The District reserves the option to air test and video inspect any or all sewer lines and manholes at its own expense prior to accepting the said lines.
25. Developer is required to request an inspection of sewer lines twenty-four (24) hours in advance and is responsible for making certain that the lines are inspected prior to backfilling. The Developer is responsible for keeping all sewer lines plugged and if Developer fails to do so will be liable for the cost of the surface water at the current tariff rate, in addition to the cost of cleaning any mud and debris from the line.
26. No permanent service will be provided until all sewer lines servicing a section of property are properly completed, inspected and tested by the District and a "Certificate of Acceptance" has been issued. As-built drawings which actually illustrate the location, specifications and dimensions of all constructed lines must be provided to the district before a "Certificate of Acceptance" will be issued. As-built drawing shall conform to the following:
 - a. Supply in digital form record drawings compatible with AutoCadd 2007, ArcView Version 9 referenced to WV State Plane South 1983 coordinate system in US foot or at least the record drawings in digital form compatible to AutoCadd 2007 with two easily identifiable points in a location where a GPS signal is available and is a part of the development, i.e. property corner, control point used in survey of the property, existing utility pole that is accurately located as part of development or a points set for the specific purpose of GPS location. The two points shall be separated as far as possible and still be accessible for the purpose of GPS location.
 - b. The record drawings should include, but not be limited to street location, property corners with tax map and parcel information (if tax map and parcel hasn't been set, then lot number), underground utilities and water and sewer tap locations if set during construction.

27. This Agreement shall be submitted to the West Virginia Public Service Commission for its approval prior to beginning construction of said extension.

DEVELOPER

PUTNAM PSD

By _____
Signature

By _____
Signature

Its _____

Its _____

NAME

ADDRESS

CITY, STATE, ZIP

Post Office Box 860
Scott Depot, WV 25560