

**Note – This is a SAMPLE agreement. Actual agreement will be tailored to meet the requirements of each specific commercial customer.**

**COMMERCIAL AGREEMENT  
TAPPING FEES  
NORTH HUNTINGDON TOWNSHIP MUNICIPAL AUTHORITY  
11265 CENTER HIGHWAY  
NORTH HUNTINGDON, PA 15642**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between:

The North Huntingdon Township Municipal Authority, a municipal authority under the Municipality Authorities Act of 1945, as amended, of the Commonwealth of Pennsylvania, with its principal office at the Town House, 11265 Center Highway, North Huntingdon, Westmoreland County, Pennsylvania, hereinafter called "Authority",

AND

\_\_\_\_\_, a corporation under the laws of the Commonwealth of Pennsylvania with its principal office at \_\_\_\_\_ hereinafter called "Owner".

WHEREAS, Owner(s) is (are) the record title holder to a certain parcel or lot of ground in the Township of North Huntingdon by virtue of the deed(s) recorded in the Recorder's Office of Westmoreland County in Deed Book Volume \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, the Municipality Authorities Act of 1945, as amended, of the Commonwealth of Pennsylvania provides, inter alia, that Authority shall have the right to charge a tapping fee whenever the owner of any property connects such property with a sewer system constructed by Authority, which fee shall be in addition to any charges assessed and collected against such property in the construction of such sewer by Authority or any rental charges assessed by Authority (53 P.S. 306B(t)); and

WHEREAS, Owner(s) intends (intend) to connect or has (have) connected said property with the sewer system of Authority and is thereby liable for payment of a tapping fee; and

WHEREAS, the property of Owner(s) is nonresidential property as defined in the schedule of tapping charges adopted by Authority and the water consumption upon which the Authority's tapping fee is to be calculated cannot be readily ascertained; and

WHEREAS, the Authority's current schedule of tapping charges provides that upon connection of any sanitary facility of any nonresidential real estate to a public sanitary sewer, the owner of the real estate shall pay a tapping fee of \$\_\_\_\_\_ for the first Equivalent Dwelling Unit, and \$\_\_\_\_\_ for each additional Equivalent Dwelling Unit thereafter, based upon the number of connections. Where the water consumption cannot be readily ascertained, an estimate shall be made thereof, and a tapping fee will be set based upon that estimate. After fifteen (15) months of operation, the immediate past twelve (12) month period shall be measured

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and an adjustment made thereof according to the number of average Equivalent Dwelling Units consumed during that twelve (12) month period, and a tapping fee shall be paid based upon that estimate at the rate set forth herein. An Equivalent Dwelling Unit is equal to each 50,000 gallons or less of water used per year.

WHEREAS, the Authority and Owner desire to set forth their mutual understandings and agreements in regard to said tapping fee.

NOW, THEREFORE, in consideration of their mutual promises and agreements and in further consideration that they intend to be legally bound hereby, the parties hereto agree as follows:

1. With respect to the property of Owner(s) recited above, the estimated water consumption for a 12 month period is \_\_\_\_\_ gallons and the tapping charges based upon said consumption are \_\_\_\_\_.

2. Upon completion of 15 months of operation, the actual water consumption during the immediate past 12 months of operation shall be measured and the actual tapping fee shall be calculated. If said actual tapping fee is less than the fee provided in Paragraph 1 herein, Authority shall pay the difference to the Owner(s) within 30 days of a determination thereof by Authority. If said actual tapping fee is more than the fee provided in Paragraph 1 herein, Owner(s) shall pay the difference to Authority within 30 days of a determination thereof by Authority.

3. If deemed necessary by Authority in its sole discretion, Owner(s) agrees to install appropriate water meters in order to calculate the exact flow of water that empties into the public sanitary sewer system of Authority.

It witness whereof, the undersigned being authorized to do so, and intending to be legally bound hereby, do hereby cause these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

North Huntingdon Township Municipal Authority

BY: \_\_\_\_\_  
General Manager

Owner

BY: \_\_\_\_\_