

NORTH WALES WATER AUTHORITY

WATER SERVICE MAINTENANCE PROGRAM APPLICATION AND AGREEMENT

PART 1: CUSTOMER APPLICATION

Customer Name: _____

Property Address: _____

Property Owner(s) Name (if different than above): _____

Customer Account Number: _____

Telephone or Email Contact: _____

The undersigned customer/owner (or legal representative) *hereby makes application and requests participation* in the **North Wales Water Authority (NWWA) WATER SERVICE MAINTENANCE PROGRAM**, also agreeing to permit Authority representatives to enter the property for purposes of inspecting the existing water service for purposes of determining PROGRAM eligibility. By making this application, I understand that if the property service line *is deemed eligible* for PROGRAM inclusion, that I will receive both a letter of confirmation, as well as a signed copy of **WATER SERVICE MAINTENANCE AGREEMENT** for my records. (If the application is denied, the NWWA will forward a letter providing reason(s) for denial.)

I acknowledge that the full text of the **WATER SERVICE MAINTENANCE PROGRAM** is available for my review and download on the NWWA website at www.nwwater.com. (These documents may also be forwarded by NWWA mail or email upon request.)

I understand and agree that it is my (our) sole responsibility to review all terms and conditions of both the **AGREEMENT AND PROGRAM** to determine if the PROGRAM is suitable for my (our) needs. I understand and agree that if my application is approved, participation in the PROGRAM will not be activated and commence until such time that the document is signed by the applicant/customer and returned to the NWWA in person or my mail to the address indicated below, and after the NWWA has countersigned the **AGREEMENT**.

Subject to the above, I (we) submit this application for NWWA inspection and consideration and assert that the undersigned party(s) are authorized to submit this application by the owner(s).

Please sign and date this Application below:

By: _____

Date: _____

(Please be sure to complete all sections and to sign both pages 1 and 7 for return to the NWWA Business Office)

This agreement does not become valid and effective until such time it is signed and dated by BOTH the applicant/customer and the NWWA. The original Agreement will be retained by the Authority with a signed copy being returned to the Applicant/customer.

PART 2: WATER SERVICE MAINTENANCE AGREEMENT

THIS WATER SERVICE MAINTENANCE AGREEMENT ("Agreement"), dated the _____ day of _____, 20__, between **NORTH WALES WATER AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "**AUTHORITY**"), and _____, having an service address of _____, and when applicable, any Homeowners or Community Association upon which the water service is located, in whole or in part, (hereinafter referred to individually and collectively as "**CUSTOMER**").

RECITALS

WHEREAS, CUSTOMER represents and warrants that he/she/it is the owner and/or tenant/occupant of certain real property located at _____, being Tax Map Parcel Number _____, (if available to customer) in the municipality of _____, Bucks or Montgomery County, Pennsylvania (hereinafter referred to as "Property"); and

WHEREAS, the AUTHORITY owns and operates a public water supply system (hereinafter referred to as "System") serving the Property; and

WHEREAS, an underground water service line (hereinafter referred to as the "Water Service Line") on the Property connects the Property to the System; and

WHEREAS, the AUTHORITY has established a Water Service Maintenance Program (hereinafter referred to as the "Program") for the purpose of providing emergency repair or replacement of a Water Service Line owned by the Customer and for which the Customer has primary responsibility for maintenance, repair, or replacement; and

WHEREAS, the terms and conditions of the Program are set forth in the AUTHORITY'S **Water Service Maintenance Program** Statement (hereinafter referred to as the "Program Statement") incorporated herein by reference; and

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WHEREAS, CUSTOMER acknowledges and agrees that the Water Service Line on Customer's Property is and will remain the private property of the CUSTOMER, or the CUSTOMER's grantee or assignee; and

WHEREAS, CUSTOMER has agreed to consent to AUTHORITY's or its designee's entry on the Property to conduct an emergency repair or replacement of the Water Service Line, subject to the terms and conditions set forth hereinafter and in the Program Statement; and

WHEREAS, any terms not defined herein but defined in the Program Statement shall have the meaning(s) assigned to such terms in the Program Statement, including, without limitation, the definition of "CUSTOMER" which shall include, where applicable, any homeowners or condominium association.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and intending to be legally bound hereby, the AUTHORITY and the CUSTOMER do hereby agree as follows:

I. CUSTOMER's Representations. CUSTOMER warrants and represents that:

- A. CUSTOMER has title to the Property and is authorized to enter into this Agreement.
- B. CUSTOMER acknowledges that ownership of CUSTOMER's Water Service Line shall remain the property of the CUSTOMER, or CUSTOMER's successors and assigns, and CUSTOMER shall have the sole and exclusive obligation of paying the cost and expense of maintaining the Water Service Line in order to comply with AUTHORITY Rules and Regulations, except as set forth in this Agreement.

II. Water Service Maintenance Program.

- A. CUSTOMER has submitted an application for participation in the Water Service Maintenance Program and agrees to comply with the terms and conditions of the Program, including without limitation timely payment of all fees and charges applicable to participation in the Program and cooperation with AUTHORITY, its employees and agents, with respect to CUSTOMER'S obligations pursuant to the Program.

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B. AUTHORITY, in its sole discretion, and as evidenced by authorized signature hereon, has approved CUSTOMER'S application for participation in the Program.

C. Participation in the Program by CUSTOMER shall commence upon execution of this Agreement by both parties (hereinafter the "Effective Date"), and shall then automatically renew on an annual basis, as of January 1 of each calendar year; provided, however, that initial renewals will automatically occur each quarter until January 1 of the calendar immediately following the Effective Date of this Agreement. Either party may cancel the *Agreement* by written notice to the other party. Such cancellation notice shall be effective upon receipt.

D. AUTHORITY may also terminate the *Program* and cancel this Agreement at any time, in its sole and absolute discretion, by providing no less than thirty (30) days' prior written notice of such termination to CUSTOMER. In the event of termination of the Program, AUTHORITY shall return any pro-rata portion of the fee paid by CUSTOMER to the AUTHORITY, as applicable to that portion of the annual coverage terminated by such action.

E. The non-refundable fee for participation in the Water Service Maintenance Program shall be initially established as follows: Residential (maximum 2" service) - \$10.00 per calendar year per service, Non-residential (3/4" and 1" service) - \$18.00 per calendar year per service, Non-residential (1 1/2" and maximum 2") - \$30.00 per calendar year per service. Said fees are subject to change from time to time at the sole discretion of the AUTHORITY. Any change in the fees associated with the Program shall be noted in the CUSTOMER'S billing.

III. Emergency Repair of CUSTOMER's Water Service Line

A. CUSTOMER shall, before requesting repair or replacement of the Water Service Line by AUTHORITY, determine at CUSTOMER'S sole cost and expense that any problem with the provision of Water Service to the Property is not attributable to a malfunction with the CUSTOMER'S building but is attributable to an unknown cause.

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B. Upon making said determination, CUSTOMER shall report the problem to the AUTHORITY in writing and request an investigation of the identified problem. The report shall be made to the following office of the AUTHORITY:

Either the:

NWWA BUCKS COUNTY Customer Service Department at 267-482-6940, or

NWWA MONTGOMERY COUNTY Customer Service Office at 215-699-4836.

C. Following receipt of CUSTOMER'S report, AUTHORITY shall respond and conduct an investigation to determine whether the identified problem is attributable to a defect in the CUSTOMER'S Water Service Line and, if so, may repair or replace the Water Service Line, in its sole discretion, in order to restore Water Service to the Property. AUTHORITY shall not, under any circumstances, be responsible to repair or replace the Water Service Line where the malfunction is not found to be attributable to the functioning of the Water Service Line. AUTHORITY shall not be responsible for repair or replacement of the Water Service Line if the inspection reveals occurrence of a problem beyond the Point of Entry or a problem excluded from the Program, as outlined in the Program Statement.

D. CUSTOMER hereby consents to permit the AUTHORITY, or its designee, reasonable entry upon the Property to conduct the aforesaid inspection and to make any repairs to or replace the Water Service Line.

IV. Exclusions from Program

- A. Non-residential water service lines
- B. Lines with identified leaks or defects
- C. Inaccessible lines in the sole discretion of the Authority
- D. Repairs or replacements of trees, bushes, landscaping, sod, fences, walls, pools, sheds, patios, playground equipment or any similar objects identified by the Authority.

V. Documentation

The CUSTOMER covenants and agrees to execute, acknowledge, and deliver hereinafter any documents necessary, or appropriate, in the opinion of the AUTHORITY's Solicitor, to carry out the terms of this Agreement, including, without limitation, any supplemental agreement referenced herein.

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VI. Other Law

- A. Nothing contained herein will relieve the CUSTOMER or the AUTHORITY from complying with any applicable requirements of any Federal or State statute or regulation, or of the ordinances of the Borough of North Wales, or of the rules, regulations, or the rate schedules of the AUTHORITY, as amended from time to time.
- B. The CUSTOMER specifically agrees to comply with all AUTHORITY's rules, regulations, specifications and rates presently in effect, and as amended or supplemented from time to time without notice to the CUSTOMER.

VII. Assignability

This Agreement may not be assigned by either party without the prior written consent of the other.

VIII. Waiver/Indemnity

CUSTOMER hereby agrees that the AUTHORITY shall not be liable to CUSTOMER with respect to any action taken or omitted by the AUTHORITY in furtherance of this Agreement. CUSTOMER further agrees to indemnify and hold the AUTHORITY harmless, and remise, release, and forever discharge the AUTHORITY, its employees, agents, workmen and consultants from and against any manner of accidents, claims, suits, debts, judgments, and demands, etc., whatsoever, in law or equity, arising from the AUTHORITY's actions with respect to the Repairs as set forth under this Agreement, except for claims arising from the AUTHORITY's own gross negligence, willful misconduct, recklessness or bad faith, or the gross negligence, willful misconduct, recklessness or bad faith of the AUTHORITY's employees, agents, workmen, or consultants. AUTHORITY agrees to maintain sufficient liability insurance coverage for any claims made by CUSTOMER alleging negligence on the part of the AUTHORITY or the AUTHORITY'S employees, agents, workers or consultants.

IX. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

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X. Integration/Modification

This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements and understandings whether written or oral. This Agreement may not be amended, supplemented or rescinded, except by a written instrument duly executed by each of the parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto set their hands and seals the date and year first above mentioned.

CUSTOMER ACCEPTANCE

Signature

Signature

HOMEOWNERS OR COMMUNITY ASSOCIATION

(when applicable)

Printed Name of Association

Printed Name of Authorized Officer

Signature of Authorized Officer

Attest:

(Authority Signature and Approval on following page)

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Application and Agreement Approved by:

NORTH WALES WATER AUTHORITY

By: _____

Title: _____

Date: _____

Attest: _____

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