



Strasburg Borough Authority Capacity, Design, & Construction Approval Process Policy

Step 1: Minimum Submission Requirements for Water and Sewer Capacity Requests:

- A. A check with an Authority-required amount of money to be posted to an Authority-managed Escrow Account, (or) Submission of Letter of Agreement by the Owner/Developer/Applicant agreeing to pay all reasonable costs incurred by the Authority, must be provided prior to any preapplication meeting or requested inspection, or in conjunction with submission of any Application, Will Serve Letter request, or Design Review Request as per the following requirements:

1. If a Letter of Agreement is utilized to pay all reasonable costs incurred by the Authority, it shall include the following language:

“I/We, Owner's/Developer's/Applicant's Name, agree to pay for all reasonable engineering, legal, and Staff related inspection costs incurred by the Authority as a result of our proposed project. Owner/Developer/Applicant agrees to pay for the engineering and/or professional services within thirty (30) days of the date of an invoice submitted by the Authority. A one and one-half percent (1.5%) finance charge will be assessed if said invoice is not paid within the required thirty-day period. (The professional consultant shall submit an invoice to the Authority within 45 days of the professional services having been provided. Such invoices shall include any supporting documentation.)

Should it be necessary for the Authority to employ an attorney to collect any unpaid amounts, Owner/Developer/Applicant agrees to pay for all expenses including attorneys' fees and costs.”

2. The Applicant (the authorized agent of the entity that will be paying the invoices) must sign the Letter of Agreement. The Authority will require review of the plans for the proposed sewer facilities as well as inspection and testing during construction of the sewer facilities. The Owner/Developer/Applicant agrees to pay the cost of any and all review, inspections and testing, as well as all engineering and legal fees incurred by the Authority, whether incurred before or after the signing of this agreement, in connection with this project of Owner/Developer/Applicant, and will deposit \$___ with the Authority (the "Escrow Fund") prior to the issuance of any review or approvals.
 - i. The Escrow Fund shall be used to reimburse the Authority for all engineering fees and all attorneys' fees incurred in connection with the review of the sewer design Plans, and any other legal or engineering expense which the Authority

may incur in the furtherance of the development of the Tract and the design, construction and installation of the proposed sewer facilities.

- ii. Owner/Developer/Applicant hereby irrevocably authorizes the Authority to withdraw from time to time any monies deposited in the Escrow Fund by Owner/Developer/Applicant in order to pay expenses and fees incurred by the Authority for engineering and legal review.
 - iii. At such point as the Escrow Fund has been reduced to the sum of Five Hundred Dollars (\$500.00) or less as a result of withdrawals as herein provided, then, in that event and at that time, the Authority shall bill Owner/Developer/Applicant an amount sufficient to restore the Escrow Fund to the sum estimated by the Authority to complete the review and approvals.
 - iv. If the Owner/Developer/Applicant does not reestablish the Escrow Fund when invoiced by the Authority within thirty (30) days of the issuance of said invoice, 1.5% per month interest shall be charged on the invoiced amount. Said interest shall not be applied to outstanding review expense and is non-refundable.
 - v. In the event the Escrow Fund is insufficient at any time to pay such cost, the Authority shall bill Owner/Developer/Applicant for the actual or anticipated additional cost prior to reestablishment of the required Escrow Fund.
 - vi. In the event the Escrow Fund is more than the Authority's cost, the Authority shall refund such excess monies, without interest, to the Owner/Developer/Applicant upon completion of the development of the Tract.
 - vii. If additional money is required to complete the review, inspection and testing work or legal fees, the Owner agrees to provide such funds prior to acceptance of the facilities by the Authority.
 - viii. If an Escrow Account is utilized, record of withdrawals will be provided via monthly statements to the Applicant. When the Escrow Account is \$500 or less, the Authority will not perform any service that incurs costs until the Escrow Account is adjusted to an Authority-stipulated amount that is commensurate to the level of anticipated costs/expenses that are outstanding.
3. Owner/Developer/Applicant must provide the address where invoices/statements shall be submitted, including the name, title, phone number, and email address of Applicant's designated point of contact that shall receive invoices/statements. Invoices shall be generated monthly, as needed, and must be paid within 30 days of the invoice date.

B. Submission of Request for Allocation and Reservation of Capacity Application:

1. The Application shall be completed and signed by the Applicant;
2. Aerial Site Location Map with nearest cross streets;
3. All required Application fees;

4. The Authority recommends reservation of capacity be completed by the Applicant as early in the process as possible to avoid capacity limitations that may impact the Applicant's project schedule and/or overall project costs for water and sewer facilities.

C. Submission of Project Narrative or Letter including, but not limited to, the following:

1. Residential Projects –
 - i. Number of lots/EDUs
 - ii. Parcel use/development type
 - iii. Number of phases
2. Non-Residential Projects
 - i. All requirements of Residential Projects in Section C.1.
 - ii. Narrative discussion including, but not limited to:
 1. Projected use/industry type
 2. Estimated wastewater flows and discussion of potential for fats, oils, and/or greases
 3. Flow projection calculations and methodology justification
3. Historical Flow Data: The Authority may consider the use of water meter data for flow projections for non-residential projects if a minimum of one year of water and/or sewer meter data and copies of the water and/or sewer bills are provided from a similar use facility; and projections are based on a prorated per capita basis, or some other associative unit measurement (square footage, seating capacity, employees, students, etc.). Based on the sole discretion of the Authority, more than one year of data may be required for facilities that are suspected to be operating at less than full capacity, or this data may not be permitted for use in any projections calculation by the Authority.
4. Proposed upgrades to the Authority's existing water and/or sewer system, and/or main extensions for dedication to the Authority.
5. Determination of whether a pressurized sewer system will be required within any portion of the project area.
6. Determination of any offsite easements that may be offered for dedication to the Authority.

D. Submit one (1) paper copy and one (1) electronic copy of all documents to the Authority.

Step 2: Initial Plan Submission

A. Full set of land development plans adhering to the following plan standards:

1. Existing Conditions, Grading, Utility, and Plan & Profile drawings must be provided for all projects, unless otherwise approved by the Authority, and must include flow

arrows shown on all proposed and existing sewer lines. All line work and text must be clearly legible with no text conflicts.

2. Plans must show all onsite and offsite utility easements and include Recorder of Deeds instrument filing numbers.
3. Authority Standard Details shall be utilized having the Authority's title block showing the last revision date for each detail. No modifications shall be permitted for details bearing the Authority's title block.
4. The Owner/Developer/Applicant and their sealing Professional Engineer are solely responsible for the design and construction of their project to be in full compliance with the Authority Construction Specifications and Rules & Regulations, unless a waiver is formally approved by the Authority in writing. The Authority reserves the right to require replacement of any installed facilities that do not conform to the Authority's Construction Specifications and Rules and Regulations at the Owner's/Developer's/Applicant's sole cost prior to the full release of the improvement guarantee.
5. All proposed and existing utility crossings of Authority's water and sewer mains shall be depicted on utility profiles.
6. Profiles with Plan views located directly above the profile shall be provided for all proposed water and sewer main extensions and shall conform to the following scale requirements:
 - i. Profile shall be at a 1" = 50' horizontal scale and 1" = 10' vertical scale.
 - ii. The Plan view for the Profile shall be at a 1" = 50' scale.
7. One (1) full size hard copy and (1) electronic copy of the Plans must be submitted to the Authority. Electronic copies must be produced by a PDF writing/printing program at designated plan scales and reduced to the smallest file size feasible (scanned plans sheets will not be acceptable).
8. Plans must be submitted a minimum of three (3) weeks prior to an Authority meeting to be considered at that Authority meeting. Larger projects may require additional review time. Plans that have incomplete designs or are otherwise illegible will not be reviewed by the Authority Engineer or Staff, or be considered by the Board.

Step 3: Comment Response Process & Final Design Approval Requirements

- A. The Developer/Applicant shall enter into a Developer's Agreement with the Authority when an extension of the Authority-owned water and/or sewer system is proposed for dedication, or alterations and/or development of supply, treatment, or pumping facilities are proposed that will be dedicated to the Authority. All reasonable legal and engineering fees incurred by the Authority shall be borne by the Developer/Applicant. It is highly recommended that the Developer/Applicant finalize the Developer's Agreement as early in a project as possible to avoid potential delays in project approvals and major design changes, as well as to determine the total financial impacts to their project. Projects within Strasburg Township require a Developer's Agreement with the Township for portions of proposed improvements that are to

be dedicated to the Township and operated and maintained by the Authority. The Authority shall be provided these Developer's Agreements for review and comment prior to them being finalized/executed.

- B. The Authority, in conjunction with their appointed Engineer, will review Plans for compliance with the Authority's Construction Specifications, Rules and Regulations, and general industry standards and provide written comments when necessary. The most current version of the Authority's Construction Specifications, Rules, and Regulations shall be maintained on the Authority's website.
- C. An Opinion of Probable Cost (OPC) having a 10% contingency cost must be provided and approved by the Authority for all proposed private and public water and sewer facilities that are associated with the proposed project in order to establish financial security requirements.

The Authority recommends waiting until the first comment letter is issued prior to submitting the OPC for review to account for any substantial design changes that might be required.

The final OPC must be signed and sealed by a Professional Engineer who is actively licensed in Pennsylvania. All costs must be based on work being performed by the Authority and must assume prevailing wage rates are utilized in the event the Authority must utilize the Owner's/Developer's/Applicant's financial security to complete any improvements.

- D. Authority shall require submission of Plans to the local fire department for review of hydrant locations and any other recommendations related to hydrants and fire flows.
- E. The Owner/Developer/Applicant must submit revised Plans and documents that address Authority's, and their Engineer's comments. A response letter must be provided with any submission clearly stating how each Authority comment was addressed.
 - a. The Consultant must update any proposed or existing manhole/structure names to match the Authority's existing record drawings, which will be provided within the Authority's first comment letter.
 - b. Only the Plans sheets requiring modifications must be resubmitted, unless otherwise directed in the comment letter. If Plan changes have occurred based on other agency comments and/or Owner/Developer/Applicant directives, those Plans sheets must be resubmitted.
 - c. A revision date must be shown on the modified Plan that reflects the date of each resubmission.
 - d. Final Plans shall be signed and sealed by a Professional Engineer who is actively licensed in Pennsylvania.
- F. If resubmitted Plans and documents require additional Authority comments, Owner/Developer/Applicant shall address these comments in the same manner as described above prior to obtaining final design approval.

Step 4: Final Approvals – Items Needed Prior to being Approved for Construction

The following items shall be submitted and approved by the Authority, or other required agencies, prior to construction of water and sewer facilities being permitted:

- A. Proof of Financial Security being posted at or above the Authority-approved OPC amount shall be provided to the Authority.

Owner/Developer/Applicant agrees to provide Authority with financial security, insuring the completion of the sewer facilities (as shown on the above Plans and specifications) approved by the Authority, and reviewed by the Authority Solicitor as to form and manner of execution. Said financial security or Improvement Guarantee shall be in an amount equal to One Hundred Ten (110%) Percent of the cost of said sewer facilities, as estimated by the Owner's/Developer's/Applicant's engineer and approved by the Authority's Engineer. In Authority's discretion, a letter of credit drawn on a lending institution acceptable to Authority, in the form and manner approved by Authority's Solicitor, shall be an acceptable form of financial security. Owner's/Developer's/Applicant's Improvement Guarantee shall not be released until all sewer facilities and related land rights, including easements, have been properly dedicated to the Authority and until all Record Plans have been furnished to the Authority.

- B. All outstanding invoices generated by the Authority per the Letter of Agreement or Escrow Account to cover costs incurred by the Authority must be paid in full, or the Escrow Account must be increased to an Authority-stipulated amount that is commensurate to the level of anticipated costs/expenses that are outstanding.
- C. Proof that offsite easements have been secured for work within private property.
- D. Fully executed Developer's Agreement(s), for projects proposing to dedicate facilities to the Borough and/or Township.
- E. All Tapping fees and connection fees must be paid prior to collection of connection permits.
- F. Approved Sewer Connection Permit and/or Water Connection Permit issued by the Authority.
- G. Shop drawings for any proposed water and sewer facilities, whether being dedicated or remaining private, shall be included to verify compliance with the Authority's Construction Specifications.

The Authority will review and return shop drawing submittals utilizing the following actions: "REVIEWED," "REVIEWED AS NOTED," "REVISE AND RESUBMIT," or "NOT APPROVED." A resubmission is required with either the "REVISE AND RESUBMIT" or "NOT APPROVED" actions.

Shop drawings must first be reviewed by the General Contractor and Developer's Engineer for compliance with the Authority Construction Specifications prior to submission to the Authority for review. Any Shop Drawing Submittal will be rejected that has not first been reviewed, revised as needed, and stamped by the General Contractor and the Developer's Engineer.

The Developer/Applicant, their Contractor(s), and sealing Professional Engineer are solely responsible for the construction of their project to be in full compliance with the Authority Construction Specifications, unless a waiver was formally approved by the Board in writing. The Authority reserves the right to require replacement of any installed facilities that do not conform to the Authority's Construction Specifications and Rules and Regulations at the Developer's/Applicant's sole cost prior to the full release of the improvement guarantee.

- H. Approved Township or Borough Road opening permits (if required).
- I. Approved PennDOT Highway Occupancy Permit (if required).
- J. Execution of Indemnification Agreement by the Contractor (to be prepared by SBA Solicitor).
- K. A Pre-Construction Conference is required, and a representative of the Authority must be in attendance, unless the Authority determines that their attendance is not fully necessary. Notification of this conference shall occur at least seven (7) days prior to it.
- L. Proposed Construction Schedule, including all Authority-required inspections.
- M. At least seventy-two (72) hours prior to construction of water and sewer facilities, the Authority shall be notified so it can be present to inspect during construction.

Step 5: Construction Closeout Procedures

The following items must be addressed prior to acceptance of water and sewer facilities for dedication by the Authority or release of the Construction improvement guarantee:

- A. Water and sewer facilities shall be fully installed, in accordance with the Authority-approved Plans and Authority Construction Specifications.
- B. For sanitary sewer facilities, the Authority staff or the Authority Engineer shall observe all GO-NO-GO Mandrel tests, low-pressure air tests, manhole vacuum tests, and any other required Plan, Manufacturer, or Authority Construction Specification required tests; and the installed systems must demonstrate they can pass each in the presence of Authority Staff or the Authority Engineer.

For potable water facilities, the Authority staff or the Authority Engineer shall observe all pressure tests, hydrant flow tests, flushing systems tests, evidence of passing bacteriological tests, and any other required Plan, Manufacturer, or Authority Construction Specification required tests; and the installed systems must demonstrate they can pass each in the presence of Authority Staff or the Authority Engineer.
- C. As-built plans shall be provided to the Authority for their review and be in the Authority-required format. Any Authority comments resulting from this review shall be addressed by the Owner/Developer/Applicant. All existing and proposed easements (offsite and onsite) must be shown on the Plans with a valid deed reference or County Recorder of Deeds instrument number. Until the Authority provides approval of these Plans, this item is considered incomplete.
- D. Full execution of any required Easement Agreements in the Authority's name shall be provided, as well as Proof of recordation of all easements with the County Recorder of Deeds.
- E. Field surveyed points of all water and sewer facilities dedicated to the Authority, including laterals and service lines within any easement or road right-of-way, shall be provided to the Authority Engineer to update the Authority's GIS mapping. The Owner/Developer/Applicant may opt to have the Authority Engineer complete any field

survey at the Owner's/Developer's/Applicant's cost, or the Owner/Developer/Applicant may contract their own surveyor to provide this information.

- F. All manufacturer and/or contractor warranties for lining systems, equipment, pumps, or other facilities with extended warranties must be provided and a fully executed Warranty Statement in a form that is acceptable to the Authority must be approved by the Authority. All Warranty Statements must provide the commencement date of the warranty (being the date of dedication), the total length of warranty, and work that is covered under the warranty.
- G. Proof of Financial Security being posted at 15% of the total Authority-approved OPC amount must be provided to the Authority for the required 18-month minimum Maintenance Guarantee period for all facilities being dedicated to the Authority.
- H. All outstanding invoices generated by Authority, per the Letter of Agreement, to cover costs incurred by the Authority must be paid in full, or the Escrow Account must be increased to an Authority-stipulated amount that is commensurate to the level of anticipated costs/expenses that are outstanding during the Maintenance Guarantee period for any required inspections.

Step 6: Dedicated Facilities Closeout Procedures

The following items must be addressed prior to full release of the Maintenance Guarantee (minimum of 18 months after the date of dedication):

- A. The Authority Staff or the Authority Engineer must perform a minimum of one visual inspection of all facilities that were dedicated to the Authority to determine if any deficiencies have arisen during the required 18-month minimum Maintenance Period, which includes, but is not limited to, inspection for the following: leaks, cracks or other facility damage, settlement of fill or aggregate, electrical or other mechanical issues, flooding or erosion issues, or death of landscaping or lawn, etc. The Developer is responsible for requesting the Authority to perform this inspection to commence these closeout procedures no sooner than 60 days prior to the expiration of the required 18-month Maintenance Period. The Maintenance Guarantee will be indefinitely extended until outstanding items are fully addressed.
- B. CCTV of all gravity sewer mains must be conducted within 60 days of the required 18-month Maintenance Period expiration. The videos must be provided to the Authority for review to determine if any leaks, inflow and infiltration, cracks, pipe offsets, crushing of pipes, root intrusion, or sags have developed and must be repaired by the Developer at their sole cost.
- C. Additional inspections may be necessary by the Authority Staff and/or the Authority Engineer to confirm adequate repair of facilities and surrounding landscapes have been completed.
- D. All outstanding invoices generated by Authority or other fees must be paid in full.