

## AGREEMENT

### [Applicant is a Developer/Equitable Owner of the Property]

Agreement entered into by and among Bethlehem Township Municipal Authority, a Pennsylvania municipal authority with an office located at 3535 Orth Street, Bethlehem, PA 18020 (the "Authority") and \_\_\_\_\_ [a Pennsylvania corporation/limited liability company/limited partnership] with a mailing address of \_\_\_\_\_ (the "Developer") and \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (the "Owner").

### Recitals

- A. The Authority is the owner of the sanitary sewer system serving Bethlehem Township, Northampton County, Pennsylvania (the "Sewer System").
- B. The Developer is the equitable owner of certain real property located in Bethlehem Township at  [property address] , Northampton County Parcel Identification Number \_\_\_\_\_ (the "Property").
- C. The Owner is the record owner of the Property.
- D. On February 12, 2025, the Authority adopted Resolution R\_\_-25, entitled "A Resolution Setting Forth Requirements for the Reservation of Capacity in the Sanitary Sewer System for Bethlehem Township" (the "ROC Resolution").
- E. The Developer has made a request for allocation and reservation of capacity in the Sewer System pursuant to the ROC Resolution.
- F. The ROC Resolution requires that the Authority and the Developer and/or Owner enter into a written agreement setting forth their respective rights and

responsibilities regarding the allocation and reservation of capacity in the Sewer System.

Now, therefore, in consideration of the above recitals, which are incorporated herein by reference, and in further consideration of the mutual promises set forth below and intending to be legally bound hereby, the parties agree as follows:

1. The ROC Resolution is incorporated by reference as though set forth in full herein.

2. The parties agree to be bound by the terms of this Agreement and the ROC Resolution.

3. The Authority allocates and reserves for the benefit of the Property \_\_\_\_\_ equivalent dwelling units of capacity in the Sewer System.

4. Upon or prior to the execution of this Agreement, the Developer shall pay to the Authority an administrative application fee in the amount of \$\_\_\_\_\_ and a reservation of capacity fee in the amount of \$\_\_\_\_\_.

5. The initial reservation of capacity shall be valid for one (1) year from the date of the PADEP Approval letter (as defined in the ROC Resolution).

6. The allocation and reservation of capacity shall automatically renew each year on the anniversary date of the issuance of the PADEP Approval Letter until such time as the Developer pays the tapping fee for the Property or withdraws the subdivision and/or land development plan for the Property. Upon each annual renewal, the Developer shall pay an additional renewal of reservation of capacity fee on or before the expiration of the prior reservation year. The amount of the renewal reservation of capacity fee shall be determined

by the Authority in accordance with the ROC Resolution. If the Developer shall fail to pay a renewal fee within ten (10) days of its due date, the Authority may, in its sole discretion, either revoke the reservation of capacity or file a municipal claim against the Property for the amount of the unpaid reservation fee. The Developer and Owner acknowledge that a revocation of the reservation of capacity will have a negative impact on the Developer's ability to develop the Property. The Owner acknowledges and agrees that a municipal claim or claims may be filed against the Property in the event of nonpayment of a renewal fee by the Developer.

7. In the event that either party files legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable and actually incurred attorneys' fees and litigation expenses from the other party.

8. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns and may not be modified except by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year written below.

BETHLEHEM TOWNSHIP MUNICIPAL  
AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Developer]

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Owner]