

PUBLIC WORKS AGREEMENT
Auction House
DiPietro & Son, LLC
Sanitary Sewer Connection

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the **Mayor and Council of Boonsboro**, a body corporate and politic of the State of Maryland (hereinafter referred to as “Town”), and **DiPietro & Son, LLC**, a Maryland Corporation, (hereinafter referred to as “Owner”), witnesseth:

WHEREAS, OWNER is seeking to connect the Auction House property (7700 Old National Pike) to the Boonsboro Sanitary Sewer System;

WHEREAS, the TOWN requires OWNER to enter into a written agreement wherein OWNER agrees, inter alia, to construct and maintain certain public improvements; and

WHEREAS, the OWNER has submitted utility plans to the Boonsboro Municipal Utilities Commission and those plans have been approved by the TOWN; and

WHEREAS, OWNER and TOWN have consented and agreed to enter into this Agreement believing it to be to their mutual benefit;

NOW, THEREFORE, in consideration of the premises and of the covenants hereinafter set out, TOWN and OWNER, for themselves, their respective heirs, personal representatives, successors and assigns, do hereby mutually covenant, promise and agree as follows:

1. OWNER shall, within ten (10) months from the date of execution of this Agreement by Town, construct or cause to be constructed, all of the improvements (hereinafter referred to as “Improvements”) as set forth in detail on the drawings entitled sheets C-001, C-101 – C103 and C-501 through of DiPietro & Son, LLC Utility Plan prepared by FSA.
2. OWNER shall construct force main in accordance with the approved Utility Plans.
3. OWNER shall proceed with construction or Improvements subject to approval by the inspectors of Washington County and TOWN.
4. OWNER agrees to obtain all easements, which are reasonably necessary for the construction and maintenance of Improvements, in a form satisfactory to TOWN, at OWNER’s expense.

5. Upon breach of this Agreement by OWNER, OWNER shall be liable to TOWN for all costs, including attorney's fees, that the TOWN may incur if the TOWN chooses to complete the work.
6. OWNER shall indemnify and hold harmless the Town from any and all claims, actions, and demands whatsoever arising from the construction of improvements.
7. This Agreement may not be assigned without the prior written consent of Town, which said consent shall not be unreasonably withheld.
8. OWNER, for himself, his heirs, personal representatives, successors and assigns, grants TOWN, its agents and employees, an irrevocable right to enter upon those portions of property upon which Improvements are to be constructed hereunder.
9. OWNER accepts all maintenance responsibilities of the force main up to the clean-out. The TOWN is responsible for maintenance of the clean-out and beyond (see Attachment A).
10. OWNER acknowledges that the force main and Improvements discussed in this Agreement are temporary and have a capacity not to exceed 62 EDUs. Once the permanent gravity sewer system is constructed, the owner may elect to connect to it and no longer be responsible for maintenance of the temporary line.

AS WITNESS the hands and seals and/or corporate name of the parties hereto the day and year first hereinbefore written.

ATTEST:

**Mayor and Council
Boonsboro, Maryland**

By: _____

Howard W. Long, Mayor

Corporation or Partnership Name:

Witness

Signature: (SEAL)

Name & Title: (Please Print)

(SEAL)

Witness

Signature:

Name & Title: (Please Print)

The undersigned lienholder executes this agreement for the purpose of giving consent to the TOWN and its agents to enter the subject Property for the purposes set forth in this agreement, but does not obligate the lienholder to fulfill the obligations of the Owner required herein.

Corporation or Partnership Name:

Witness

Signature: (SEAL)

Name & Title: (Please Print)

Approved as to legal sufficiency:

Town Attorney

(CORPORATIONS)

STATE OF MARYLAND, COUNTY OF WASHTINGTON, TO-WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ Who acknowledged himself to be the _____ or _____, a body corporate, and that he authorized by the corporation to execute this instrument for the purposes contained herein.

Witness my hand and Notarial Seal

Notary Public

My Commission Expires: _____

(TOWN OF BOONSBORO)

STATE OF MARYLAND, COUNTY OF WASHINGTON, TO-WIT:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Howard W. Long, who acknowledged himself to be the Mayor for Boonsboro, Maryland, that in his capacity as Mayor, being authorized to do so, executed the foregoing instrument on behalf of the Mayor and Council of the Town of Boonsboro for the purposes therein contained by signing the name of the body corporate and politic by himself as Mayor.

Witness my hand and Notarial Seal.

Notary Public

My Commission Expires:_____