

WASHINGTON SUBURBAN SANITARY COMMISSION

14501 SWEITZER LANE, LAUREL MD 20707-5901



SYSTEM EXTENSION PERMIT

PERMIT NUMBER: DA5811A15

APPLICANT: St. Andrew Romanian Orthodox Church

SUBDIVISION: St. Andrew Romanian Orthodox Church

1. The Applicant hereby agrees and is authorized by WSSC to construct, at its sole expense, the water and/or sewer extensions located in the above-referenced subdivision as described and in accordance with the Approved Drawings and the latest edition of WSSC System Extension Permit General Conditions and Standard Specifications, Standard Details, and the Development Services Code. The drawings and specifications are hereinafter collectively referred to as the "Approved Drawings and Specifications".
2. WSSC encourages the Applicant to voluntarily maximize sub-contracting opportunities for certified minority business enterprises. In the spirit of cooperation, WSSC encourages the Applicant to communicate its efforts to WSSC.
3. WSSC shall not be responsible or liable to the Applicant for any of the following events:
 - a. monetary damage for the failure to provide service if WSSC or any other entity is unable to acquire rights of way necessary for the construction of supporting water or wastewater capital projects;
 - b. any Federal, State, or County action, including operational moratoria, that temporarily suspends, delays, or otherwise affects the water and/or sewer capacity allocation;
 - c. any other contingency that affects the timing or ability to connect which is beyond the control of WSSC.
4. The Applicant is solely responsible for obtaining any and all applicable federal government, state government, municipal government, or county government permits for access, construction, operation, or any other matters related to the referenced water and/or sewer extensions. WSSC shall not be responsible for any costs associated with obtaining such permits. The Applicant is also solely responsible for obtaining any rights of entry, easements, or other permission needed to access property related to the referenced water and/or sewer extensions. WSSC shall not be responsible for any costs associated with obtaining rights of entry, easements, or other permission.
5. The Applicant agrees to indemnify and save WSSC harmless from and against any and all claims, actions, damages, liability, and expense of any nature, including reasonable attorneys fees and WSSC's costs of defense, for loss of life, personal injury, and/or damage to or loss of property that arise or are alleged to arise from the construction or other work or activity of the Applicant, its agents, servants, employees, contractors, and subcontractors authorized pursuant to this permit, unless such claims, actions, damages, liability or expenses arise solely from the negligence of the WSSC, its agents, employees or contractors.
6. The Applicant is responsible for the payment of any System Development Charges (SDC), subdistrict fees and/or other WSSC fees and charges applicable. Any SDC credits due the Applicant will be made pursuant to an approved SDC Credit Agreement between WSSC and the Applicant.
7. The individual executing this Permit specifically warrants that she/he does so as either the Applicant or authorized agent of the Applicant and that she/he has complete authority to enter into this Permit with WSSC for the purposes stated.
8. This Permit may not be assigned or transferred.
9. Upon issuance of the Release for Service, the Applicant agrees that title to the water and/or sewer system and appurtenances transfers to WSSC and WSSC shall assume ownership, maintenance and operation responsibility for the water and/or sewer system and appurtenances within the bounds of the easement conveyed to WSSC and in the public right of way.
10. The Applicant acknowledges and agrees that any violation of the provisions of this Permit may, in the discretion of WSSC, result in the rejection of future requests by Applicant, its successors or assigns, to extend WSSC's system.
11. This Permit expires with the expiration of the plan as defined in the Development Services Code.
12. Other Project Specific Conditions:

ACCEPTED AND AGREED BY APPLICANT:

BY: [Signature]

(SIGNATURE)

Nina Samota

(Name printed)

TITLE: Parish Council President

DATE: 04/15/2016

STATE OF Maryland
COUNTY OF Montgomery, to wit:

I HEREBY CERTIFY that on this 15 day of April, 20 2016, before me, the

undersigned officer, personally appeared Nina Samota, who acknowledged himself/herself
(Name printed)

to be the PC President of the St Andrew Rose With Church
Title Company

Non-Profit, and that he/she as such President, being
Type of Entity Title

authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of

the corporation by himself/herself as President
Title

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public
Lydia Beatty
(Name printed)

My Commission expires 2/12/18

LYDIA BEATTY
Notary Public
Montgomery County
Maryland
My Commission Expires Feb. 12, 2018

ACCEPTED AND APPROVED BY WSSC:

BY:

[Handwritten Signature]

(SIGNATURE)
Luis Tapia

(Name printed)

TITLE: *Permit Services UC*

DATE: *4/29/16*

STATE OF *Maryland*
COUNTY OF *Prince Georges*, to wit:

I HEREBY CERTIFY that on this *29th* day of *April*, 20*16*, before me, the undersigned officer, personally appeared *Luis Tapia*, who acknowledged (Name printed) himself/herself to be the Permit Services Unit Coordinator of the Washington Suburban Sanitary Commission, a public corporation, and that he/she as such Permit Services Unit Coordinator being authorized so to do, executed the foregoing instrument for the purposes contained therein, by signing the name of the corporation by himself/herself as Permit Services Unit Coordinator.

WITNESS my hand and Notarial Seal.

Mary Mapes

Notary Public
Mary Mapes

(Name printed)

My Commission Expires _____

