

☐ Residential Water
☐ Residential Sewer
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☐ Non-Residential Water
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DEVELOPER'S AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this ____ day of _____,
20____, by and between EAST COCALICO TOWNSHIP AUTHORITY, a municipal authority
organized and existing under the Municipality Authorities Act of 1945, as amended, of Lancaster
County, Pennsylvania ("Authority"), and _____ of
_____ (Address), _____ County,
_____ (Commonwealth/State) ("Developer").

WHEREAS, Developer is the equitable or legal owner of the entire parcel of land comprising
the development described herein; and

WHEREAS, Developer desires to construct certain improvements and connect to the
Authority's facilities to serve Developer's project known as _____,
Deed No. _____ ("Development") located within the Authority's service area; and

WHEREAS, Authority and Developer desire to set forth their understanding concerning the
Developer's agreement and responsibility to pay the cost involved in processing and reviewing
Developer's plan, as well as costs associated with construction services.

NOW, THEREFORE, intending to be legally bound hereby, for themselves and each of their
respective heirs, personal representatives, successors and assigns, the Authority and Developer agree
as follows:

1. Developer, at its own cost and expense, agrees to install the improvements and all
appurtenances thereto in accordance with the Rates, Rules and Regulations, design and construction

specifications, standards, policies, and Administrative Procedures of the Authority. Developer further agrees to install all improvements and appurtenances thereto in the locations and in accordance with the plans prepared by _____, bearing Job No. _____, Sheet Nos. _____, with a latest revision date of _____ which plans are incorporated herein by reference.

2. The Authority requires inspection during construction of the improvements. The Developer agrees to pay the cost of any and all inspections and will deposit with the Authority, at the time of execution of this Agreement, the sum of \$_____ as an initial Administrative Escrow Deposit. The Authority's initial Administrative Escrow Deposit is set forth in the Administrative Procedures which is on file with the Authority and is incorporated herein by reference. The initial Administrative Escrow Deposit shall include, but is not limited to, estimated reasonable and necessary costs of reviewing the plans, construction inspections, inspection of the improvements, testing of the improvements, administrative, legal and engineering services.

3. If the Developer must perform excavation and construction work within the highway right-of-way and is, therefore, required to obtain a Highway Occupancy Permit from the Pennsylvania Department of Transportation, Developer and Authority hereby further agree as follows:

A. Authority agrees to apply for such a permit on behalf of Developer in consideration for the Developer's agreement to indemnify Authority against all costs, losses or claims resulting from the construction. Developer shall first complete all necessary documents to apply for such a permit and submit the fully completed documents to the Authority. Developer hereby agrees, for itself, its contractees, licensees and all others engaged in installing, maintaining or using the improvements to be connected to the Authority's system, that the Authority, its successors and assigns, shall not be liable for injury to or death of any person whomsoever or for loss of or damage to property

in the possession, custody or control of the Authority while said excavation and construction work is being performed. Developer further agrees to protect, indemnify and save harmless the Authority, its successors and assigns, from and against any and all liability, loss, cost, damage, expense and claims of every kind and character due to injury to or death of any person or loss of or damage to any property whatsoever arising directly or indirectly out of and incident to the installation of the connection of the improvements between the line owned by the Authority and the Developer's land, which connection will be over the land controlled by the Pennsylvania Department of Transportation and will be the subject of the permit which the latter will issue to the Authority.

B. Developer shall pay all expenses incurred in connection with obtaining said permits, including the cost of acquiring any restoration bonds, and complying with all state and local requirements. Developer shall also hold Authority harmless from any and all costs associated with state and local requirements and shall reimburse Authority for any and all costs incurred by Authority in the preparation and submission of an application for the permit, including but not limited to the engineering and legal costs, as well as all bond premiums.

C. If, in the construction work, the Developer will be required to perform blasting operations in the excavation, the Developer agrees to make, execute and deliver to the Commonwealth of Pennsylvania, Department of Transportation, a bond in the sum stipulated by the Department of Transportation with surety in the form of a surety company, duly registered and authorized to do business in Pennsylvania, naming the Authority as well as the Commonwealth of Pennsylvania as assured parties, and conditioned that the Developer will save harmless the Authority as well as the Commonwealth of Pennsylvania, Department of Transportation, from any damages whatsoever to its subgrade, subbase, modified subbase, drainage facilities, road metal and any other installments or matters in, under or upon the highway right-of-way for a period of two (2) years from the date of

completion of the last work covered by the Highway Occupancy Permit issued to Authority by the Commonwealth of Pennsylvania, Department of Transportation.

4. Developer shall construct the improvements according to plans and specifications as approved by the Authority. The Authority, its Engineers, Attorneys, servants, contractors, agents and/or employees shall have no responsibility or liability for payment of any part of the cost or expenses arising out of or relating to said construction or the labor, materials, and equipment used therein or thereon or the acquisition of any rights-of-way. The Authority, its Engineers, Attorneys, servants, contractors, agents and/or employees shall have no responsibility or liability whatsoever for any injury or damage to any persons or property occurring upon or associated with the construction of the improvements. Developer shall be responsible for any and all safety measures or procedures required by statute, regulation, resolution or good construction practice, and the Authority, its Engineers, Attorneys, servants, contractors, agents and/or employees shall have no responsibility therefor.

A. Developer agrees to indemnify and hold harmless the Authority, its Engineers, Attorneys, servants, contractors, agents and/or employees from any claim for any injury or damage of any nature or kind whatsoever, including costs of investigation and defense and including but not limited to reasonable attorneys' fees, brought by any third party, including Developer's employees or Developer's contractors and their employees, arising from a breach of this Agreement, a breach of the rules and regulations of DEP, the standards of DEP, or from Developer's breach of any other statute, regulation, resolution, ordinance or accepted construction practice, whether relating to the design or the installation of the improvements.

B. Developer or its contractors shall obtain and maintain in force liability insurance at all times during the installation of the improvements. The minimum limits and coverages of such insurance shall be determined by the Authority's Engineer; and any policy or policies shall name

Authority, its agents, servants and employees as additional insureds.

C. At the completion of construction of the improvements, the Developer's engineer, or designated representative, shall finalize all contract drawings to record the project as actually constructed (unless Developer has made prior arrangements for the Authority's Engineer to prepare such "as-built" drawings at Developer's expense). The Authority's Engineer will make a final inspection of the entire site and review "as-built" drawings for compliance with all Authority Requirements.

5. Developer agrees to furnish the Authority with an Irrevocable Letter of Credit guaranteeing the installation of the improvements and all appurtenances thereto. The Irrevocable Letter of Credit must be in the form provided by the Authority in an amount equal to one hundred ten percent (110%) of the cost to install the improvements and all appurtenances thereto as determined from a cost estimate approved by the Authority. The Irrevocable Letter of Credit shall be maintained as financial security for eighteen (18) months from the date of completion of all improvements and acceptance of same by Authority, at fifteen percent (15%) of the actual cost of construction.

6. Developer agrees to secure all permits from the Authority and to pay all appropriate fees, including but not limited to capital contribution fees and tapping fees, to the Authority as connections are made to the Authority's facilities. The Authority's capital contribution fees and tapping fees are set forth in the Rates, Rules and Regulations and are on file with the Authority and are incorporated herein by reference.

7. All of the improvements and all appurtenances thereto shall be inspected by Developer at Developer's expense under the supervision of the Authority's Engineer or employees eighteen (18) months following acceptance. Developer shall correct promptly any defective work and materials discovered during such inspection at Developer's sole expense. Authority may, at its option, require

Developer to post additional financial security in the form and manner required by law as more fully set forth in the Administrative Procedures to secure the structural integrity of the improvements in accordance with the approved design and specifications and Authority Requirements during said eighteen (18) month period as a condition of acceptance of the improvements.

8. Prior to, and as a condition to Authority's permission to Developer to connect and to dedication and final acceptance of the improvements, Developer shall transfer to Authority full and absolute ownership, free and clear of all liens and encumbrances, to all improvements, including, but not limited to, all mains (gravity and force), pipes, lines, interceptors, laterals, fittings, machinery, manholes, conduits, valves, boxes, drains, hydrants, reinforcements, wires, structures, meters, pumps, and related accessories and appurtenances as required hereunder to be constructed and also to any additional items also constructed and approved by Authority's Engineer (so that Authority shall thereafter have full ownership of all actually constructed). Without limiting other provisions of this Agreement, easements for the reconstruction, enlargement, repair, inspection, maintenance, removal and relocation of the improvements on, upon, under, and through Developer's land and elsewhere shall be provided in the same manner and under the same Requirements.

A. Recorded title to all easements and rights-of-way for ingress, egress, maintenance and replacement of the improvements shall be transferred to Authority at Developer's sole expense.

(1) All transfers shall be in form then currently required by the Authority's Solicitor.

(2) Developer, at Developer's sole expense, shall furnish Authority with legal descriptions for all rights-of-way and facilities, together with a title insurance policy that evidences that title thereto in Authority is good and marketable and free of all liens and encumbrances.

B. However, title to all such improvements shall be and remain in Developer until such time as each of said improvements are accepted by Authority and permission for final connection has been granted in writing by Authority.

C. Usage of Authority's system shall not be deemed to be an acceptance by Authority but merely a matter of grace. Hookup and issuance of any connection permits shall not be construed as compliance and acceptance by Authority but only an accommodation.

D. All non-residential sanitary sewer projects must refer to the Rates, Rules and Regulations of the East Cocalico Township Authority Sanitary Sewer System regarding pretreatment requirements.

9. Developer, its successors and assigns, agrees to save harmless and indemnify the Authority for any costs, damages, claims, and expenses, including legal fees arising out of this Agreement.

10. "Developer," when used in this Agreement, shall include the named Developer above, but shall also include any and all successors in interest thereto, including, but not limited to, those who might have equitable interests as well as legal interests in the Development.

11. For the purposes of this Agreement, reference to "improvements" shall include, but not be limited to, mains (gravity and force), pipes, lines, interceptors, laterals, fittings, machinery, manholes, conduits, valves, boxes, drains, hydrants, reinforcements, wires, structures, meters, pumps, pretreatment facilities, and related accessories and appurtenances as required hereunder to be constructed and any additional facilities also constructed and approved by Authority's Engineer (so that Authority shall have full ownership thereof).

12. This Agreement shall not be modified except by the mutual written consent of the parties hereto.

13. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto and any transfer of approvals or agreements shall subject the transferee to all provisions of this Agreement. Developer may not assign or transfer its rights or obligations hereunder without the prior, written approval of Authority.

IN WITNESS WHEREOF, the undersigned parties by their duly authorized representatives have executed this Agreement the day and year first above written.

WITNESSES

DEVELOPER

_____(Seal)
Signature

Printed Name and Title

_____(Seal)
Signature

Printed Name and Title

EAST COCALICO TOWNSHIP AUTHORITY

BY: _____
(Vice) Chairman

ATTEST: _____
(Assistant) Secretary

(Authority Seal)