

APPENDIX 5

LANCASTER COUNTY WATER & SEWER DISTRICT
AGREEMENT FORM

The Developer must complete this form and remit payment to the District before the District will render service.

Name _____ Phone _____

Location of Property _____

Address _____

Project Name and Number _____

The above-referenced applicant, in the presence of a witness whose signature is affixed herein below, hereby agrees to adhere to the terms and conditions set forth below, as well as to all of policies and standards set forth in the District Water and Wastewater Extension Policy (Policy).

TERMS

1. Specifications: I understand that the District reserves the absolute right to specify the size, type, and design of all transmission, outfall, collection, and distribution components of the proposed water and wastewater systems. The proposed components shall be in accordance with the District's Water and Wastewater Master Plans and all taps, meters, and other incidental components or appurtenances which are or will be attached to the District's water and/or wastewater systems (Components). I further understand that the District, in its sole discretion, may refuse to allow any such Pipes or Components to be attached to the District's water and/or wastewater systems if the District, in its sole discretion, believes that such Components are defective in any way, are inappropriate for their intended use, fail to meet the appropriate safety standards of have the potential to harm the District's water and/or wastewater systems.
2. Payment Limitations: I understand that the Commissioners of the District have established a rate schedule outlining the rates associated with providing water and wastewater services to particular locations. I agree to pay all such fees in accordance with the rate schedule in effect at the time such fees are due.

3. Rights-of-Ways: In consideration of the District's promise to provide water and/or wastewater service to the Development under the terms and conditions set forth in the Policies, I hereby agree that I shall grant or cause to be granted to the District at no cost whatsoever all rights, easements, permits, rights-of-way and privileges which, in the sole opinion of the District, are necessary for the District to render and maintain utility service.
4. Equipment Requirements: I hereby agree that I, as well as all of my employees, agents, subcontractors, independent contractors and any other person(s) operating under my supervision and control shall select, install, use, and maintain all Pipes, Components, and related equipment in accordance with the specifications of the District and all laws and governmental regulations applicable thereto. I expressly agree to abstain from utilizing any appliance or device which may adversely affect the District's ability to provide uninterrupted and trouble free utility service to its customers. I further understand that the District reserves the right to withhold or to discontinue service if such service has any adverse impact to the District's customers or if any deviation from District policy is discovered.
5. Requirements: I agree that I will meet all of the requirements set forth in this Policy. I further agree that I will deed free and clear legal title in all facilities and real property reasonably required for continued operation and/or maintenance of water and/or wastewater service to the District. I understand that the District shall assume responsibility for the operation and maintenance of such facilities only after the District has accepted the dedication of such facilities in accordance with Chapter 3 of these Policies.
6. Installation Changes: I hereby agree that I shall not make any alterations or modifications which will materially affect the proper operation of the District's pipes, mains, stations, or associated components. I understand all projects will be installed completely as shown on the approved Construction Plans. I further acknowledge that if I elect to subdivide the project after the approved Construction Plans are submitted, the previous approved plans will become null and void and I will be required to resubmit this Project beginning in Section 2.1 of these Policies.
7. Parking/Paved Areas: I hereby agree that should I choose to pave over utility line easements granted the District pursuant to this Policy, or otherwise take steps which render such easements difficult to access, I will indemnify and hold the District harmless of and from any claims for damages to or diminution in the value of such

property in the event the District must excavate such lines in order to perform repairs or routine maintenance. I further agree that I, or my assigns, shall bear full responsibility for returning such property to its original state and shall hold the District harmless of and from such restoration costs. This section does not apply to public roads or streets.

EXCEPTIONS/MODIFICATIONS AGREED UPON WITH DISTRICT

Applicant or Authorized Representative

Lancaster County Water and Sewer
District Official

Sign

Sign

Print

Print

Date

Date

Witness

Witness

Sign

Sign

Print

Print