

APPENDIX 2

LANCASTER COUNTY WATER & SEWER DISTRICT  
POLICY ACKNOWLEDGEMENT FORM

The Developer and Engineer must complete this form and remit payment to LCWSD before LCWSD will provide service.

Developer \_\_\_\_\_ Phone \_\_\_\_\_

Location of Property \_\_\_\_\_

\_\_\_\_\_

Developer's Address \_\_\_\_\_

Project Name \_\_\_\_\_

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 LCWSD Water and Wastewater Extension Policy (Policy).

TERMS

1. Specifications: I understand that LCWSD 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 infrastructure. The proposed components shall be in accordance with LCWSD's Water and Wastewater Master Plans, CIP and all taps, meters, and other incidental components or appurtenances which are or will be attached to LCWSD's water and/or wastewater systems (Components). I further understand that LCWSD, in its sole discretion, may refuse to allow any pipes or appurtenances to be attached to LCWSD's water and/or wastewater systems if LCWSD, in its sole discretion, believes that such pipes or appurtenances are defective in any way, are inappropriate for their intended use, fail to meet the requisite safety standards or have the potential to harm LCWSD's water and/or wastewater systems.
2. Engineer's Certification: By sealing the documents submitted to LCWSD, Engineer certifies the design meets all LCWSD design standards and Specifications, and that the design is ready to be constructed, or Engineer has obtained a written variance to the design standards and Specifications.
3. Payment Obligations: I understand that the Commissioners of LCWSD have established a rate schedule and capacity fee schedule outlining the rates and fees associated with providing water and wastewater services to particular locations. I agree to pay all such rates and fees in accordance with the rate and fee schedule(s) in effect at the time such rates and fees are due.

4. Rights-of-Way: In consideration of LCWSD's promise to provide water and/or wastewater service to the Development under the terms and conditions set forth in the Policy, I hereby agree that I shall or cause to be granted to LCWSD, at no cost whatsoever, all easements, Permits, rights-of-way and privileges which, in the sole opinion of LCWSD, are necessary for LCWSD to furnish and maintain utility service.
5. 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, appurtenances, and related equipment in accordance with the Specifications and all laws and governmental regulations applicable thereto. I expressly agree to abstain from utilizing any appliance or device which may adversely affect LCWSD's ability to provide uninterrupted and reliable utility service to its Customers. I further understand that LCWSD reserves the right to withhold or to discontinue service if such service has any adverse impact to LCWSD's Customers or if any deviation from LCWSD policies and procedures is discovered.
6. Requirements: I agree that I will meet all of the requirements set forth in this Policy. I further agree that I will transfer to LCWSD free and clear legal title to all water and/or wastewater infrastructure, facilities and real property reasonably required for continued operation and/or maintenance of water and/or wastewater service. I understand that LCWSD shall assume responsibility for the operation and maintenance of the infrastructure and facilities only after LCWSD has accepted the dedication of thereof.
7. Installation Changes: I hereby agree that I shall not make any alterations or modifications which will materially affect the proper operation of LCWSD's water and/or wastewater systems. 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 approved, the previous approval will become null and void and I will be required to resubmit the project.
8. Parking/Paved Areas: I hereby agree that should I choose to pave over easements and/or encroachments granted to LCWSD pursuant to this Policy, or otherwise take steps which render such areas difficult to access, I will indemnify and hold LCWSD harmless of and from any claims for damages to or diminution in the value of such property in the event LCWSD must excavate 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 LCWSD harmless of and from such restoration costs.

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Applicant or Authorized Representative

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Sign

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Print

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Date

Witness

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Sign

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Engineer

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Sign

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Print

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Date

Witness

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Sign

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