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SHORT FORM
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) ("Owner").

WHEREAS, Owner desires to construct certain improvements and connect to the Authority's facilities to serve a property located within the Authority's service area;

WHEREAS, Authority and Owner desire to set forth their understanding concerning the Owner's agreement and responsibility to pay the cost involved in processing and reviewing Owner'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 Owner agree as follows:

1. Owner, 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. Owner 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 Owner agrees to pay the cost of any and all inspections and will deposit with the Authority, at the time of execution of this Agreement, 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, administrative, legal and engineering services.

3. If the Owner 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, Owner and Authority hereby further agree as follows:

A. Authority agrees to apply for such a permit on behalf of Owner in consideration for the Owner's agreement to indemnify Authority against all costs, losses or claims resulting from the construction. Owner 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 systems, 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 such Authority while said excavation and construction work is being performed. Owner 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 Owner'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. Owner 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. Owner 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 Owner will be required to perform blasting operations in the excavation, the Owner 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 Owner 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. Owner agrees to furnish the Authority with an irrevocable Letter of Credit guaranteeing the installation of the improvements and all appurtenances thereto. The 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 Letter of Credit shall be maintained as financial security for eighteen (18) months from the date of completion of the last work covered by the Highway Occupancy Permit issued to the Authority by the Commonwealth of Pennsylvania, Department of Transportation, if applicable, or, if not applicable, from the date of completion of all improvements, at fifteen percent (15%) of the actual

cost of construction.

5. Owner agrees to secure all permits from the Authority and to pay all appropriate fees, including but not limited to connection and tapping fees, to the Authority as connections are made to the Authority's facilities. The Authority's connection 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.

6. At the completion of construction of the improvements, the Developer's engineer, or designated representative, shall finalize relevant contract drawings to record the water and/or sanitary sewer facilities as actually constructed. The Authority's Operations Staff will make a final inspection of the entire site and review "as-built" drawings for compliance with all Authority Requirements.

7. Owner, 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.

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

WITNESSES

_____

_____

OWNER

_____(Seal)
Signature

_____
Printed Name and Title

_____(Seal)
Signature

_____
Printed Name and Title

EAST COCALICO TOWNSHIP AUTHORITY

BY:_____
, (Vice) Chairman

ATTEST:_____
, (Asst.) Secretary

(Authority Seal)