

**SANITARY SEWER AGREEMENT  
FOR SANITARY SEWER IMPROVEMENTS AND REIMBURSEMENT  
PURSUANT TO THE PENNSYLVANIA MUNICIPALITY AUTHORITIES ACT OF 1945  
BETWEEN MOUNT MORO SEWER LLC  
AND TOWNSHIP OF LOWER MERION  
FOR MT. MORO ROAD SEWER EXTENSION**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between TOWNSHIP OF LOWER MERION, a municipal corporation operating under the First Class Township Code with offices located at 75 East Lancaster Avenue, Ardmore, Montgomery County, Pennsylvania (hereinafter referred to as "Township") and MOUNT MORO SEWER LLC, a corporation organized pursuant to the laws of the Commonwealth of Pennsylvania with an address at 758 Mt. Moro Road, Villanova, PA 19085, (hereinafter referred to as the "Developer").

**W I T N E S S E T H:**

WHEREAS, the Developer represents and warrants to the Township that it is an entity the principals of which are owners of property improved with single family residences on Mt. Moro Road, a public street in Lower Merion Township; and

WHEREAS, the Developer desires to extend at its sole expense the Township's sanitary sewer system within and along Mt. Moro Road (the "Extension Project") in order to provide public sewer connections ("Sanitary Sewer Improvements") for the benefit of adjacent parcels; and

WHEREAS, it is anticipated that some owners of adjacent parcels will participate with the Developer by separate agreement in sharing the cost of the Extension Project (the "Participating Parcels") Other owners of adjacent parcels will decline to participate (the "Non-Participating Parcels"). A list of the participating and non-participating parcels is attached as Exhibit "A" .

WHEREAS, the Board of Commissioners deems it to be in the public interest that access to a public sewer system be provided to all parcels fronting on Mt. Moro Road; and

WHEREAS, the Board of Commissioners has approved plans (the “Sanitary Sewer Plans”) for the Extension Project on condition that prior to the opening of the street for this purpose, the Developer will comply with Township ordinances pertaining thereto and, particularly, execute an agreement pursuant to the requirements and provisions of the Pennsylvania Municipalities Planning Code, Section 507-A, act of December 21, 1988, P.L. 1329, No. 170, as amended, 53 P.S. §10101 et seq., and the Municipality Authorities Act of 1945, Section 306, act of May 2, 1945, P.L. 382, as amended 53 P.S. § 301 et seq. (also known as the "Tapping Fee Act", or Act 203), pertaining to the extension of a sanitary sewer system, and deposit with the Township a proper escrow fund guaranteeing the performance of the obligations hereinafter set forth and described, to the extent hereinafter required; and

WHEREAS, Developer now requests the approval of the Township to commence construction of the Extension Project as shown on the Sanitary Sewer Plans for the Extension Project; and

WHEREAS, the Developer is required to reimburse the Township for payment of inspection and Township Engineers’, Township Solicitors' and other professional advisor fees in connection with the construction of said Extension Project; and

WHEREAS, the Township is willing to permit Developer to commence construction of said Extension Project upon the execution of and compliance with this Agreement as hereinafter set forth.

NOW THEREFORE, for and in consideration of the approval by the Township of Developer's request to commence construction of the Extension Project upon compliance by Developer with the terms and conditions hereof, Developer, intending to be legally bound hereby, covenants and agrees with Township as follows:

I. GENERAL COVENANTS AND CONDITIONS.

1. Obligation to Construct Improvements. Developer will construct the Extension Project or cause it to be constructed at its own expense and without any expense or cost whatsoever to the Township, in strict conformity with the Township's requirements and specifications and with the Sanitary Sewer Plans. Further, Developer will pay for all expenses relating to the inspection thereof and all improvements contemplated by the final approval of the Extension Project, including but not limited to all of the following (hereinafter referred to as "Sanitary Sewer Improvements"):

- a. Sanitary sewer pipe
- b. Sanitary sewer manholes
- c. Curb replacement
- d. Excavation and backfill
- e. Rock excavation
- f. Culvert borings
- g. Traffic maintenance control and protection
- h. Erosion and sedimentation control
- i. Bituminous paving
- j. Bituminous paving restoration
- k. Line painting and striping
- l. Construction stake-out
- m. Certified as-built plans

2. Reimbursement for Upgrade Requested by the Township. The Township has requested the Developer to upgrade the initial Sanitary Sewer Plan by constructing lateral connection stubs from the main to the right-of-way line in front of the Non-Participating Parcels

(the “Upgrade”). (The charge for “stubs” to the participating owners will be included in their contribution to the overall cost of the project). The construction cost for the complete Upgrade is estimated to be approximately \$1212.50 per Non-participating owner. Following completion of the project the Developer will provide the Township with an itemization of the contractor’s charge for installing “stubs” to the non-participating properties and the Township will reimburse the Developer for such actual expenses related to the Upgrade. Thereafter the Township will assess the non-participating parcels for such costs.

Upon completion of construction of the Upgrade, and prior to Dedication, the Developer will submit to the Township written certification by its project engineer that the laterals constructed as part of the Upgrade go to the proper line and grade as shown on the approved Sanitary Sewer Plans. The Developer will also submit to the Township copies of all invoices and billing statements related to the Upgrade as proof of the exact cost thereof. The Township shall have 45 days from receipt of such submittals within which to allow the Township Engineer to certify in writing to the Township that the Upgrade has been completed in accordance with the Sanitary Sewer Plans and for Township Staff to review the billing statements and invoices. Upon certification by the Township Engineer the Township will make payment to the Developer for the cost of the Upgrade. It is the intention of the Township thereafter to assess the cost of installing the laterals to each Non-Participating Property benefitted.

3. Quality of Work and Materials. All Sanitary Sewer Improvements shall be installed and the work performed in good and workmanlike manner, and shall be completed at the sole cost and expense of the Developer, subject to final inspection by the Township Engineer, which final inspection shall be requested in writing by Developer within thirty (30) days after such Sanitary

Sewer Improvements have been completed, and the Township Engineer shall inspect such improvements within thirty (30) days of such request.

4. Compliance with Laws. Developer agrees to comply with the provisions of this Agreement, the provisions of all applicable Ordinances of the Township, the Subdivision and Land Development Ordinance, the Township Road and Street Specifications, the Township Building Code, all federal, state and local statutes and regulations, all applicable standard detail sheets, and any other applicable existing regulations, requirements, rules and standards of the Township.

5. Incorporation of Plans; Change of Plans. The above-referenced Sanitary Sewer Plans, specifications and other documents, as approved by the Board of Commissioners of Lower Merion Township, are hereby incorporated herein as a part of this Agreement.

If Developer shall contemplate any change or revision in the approved Sanitary Sewer Plans, Developer shall submit such change or revision to the Township Engineer. In the event of acceptance of such revisions by the Township Engineer, Developer covenants and agrees to enter into such further written agreements with the Township with respect to any or all revisions as may be deemed necessary by the Board at the recommendation of the Township Engineer, and no work or construction required by the revised Sanitary Sewer Plan shall be done unless and until such further written agreements have been executed by the Board and Developer, and proper escrows, if any be required, are deposited by Developer.

6. Contractors. Developer shall contract the work listed in this Agreement only to recognized and established contractors. Prior to the commencement of any work, Developer shall submit to the Township Engineer for his approval the names and addresses of all contractors and subcontractors performing any work hereunder and shall also submit to the Township Engineer for

approval the specifications for all materials to be used. The Township hereby acknowledges that T. S. T. Inc, Sewer and Water Contractors, 820 Ormond Avenue, Drexel Hill, PA 19026 is a contractor satisfactory to the Township.

7. Improvements to Meet Township Specifications. The Sanitary Sewer Improvements shall be installed in accordance with the specifications of the Township and shall meet the approval of the Township Board of Commissioners and the Township Engineer.

8. Authority of Township Engineer. It shall be the obligation of the Developer to arrange in advance with the Township Engineer for inspection of the work as the work progresses. The cost of such inspections shall be paid by the Developer. The Township Engineer is authorized to require the removal of any work which is not completed in accordance with Federal, State, Local or Township ordinances, resolutions or specifications, or which is not done in a good and workmanlike manner. The Township Engineer is also authorized to require removal and/or relocation of any sanitary sewer piping and under drains which do not function in accordance with specifications.

Prior to removal or relocation pursuant to this paragraph, the Township will provide written notice to the Developer stating the basis for the requested removal or relocation, and Developer shall have ten (10) days from the date of said notice to correct the work to the reasonable satisfaction of the Township Engineer.

9. Liability Insurance. Developer agrees to indemnify the Township and to furnish to the Board of Commissioners a certificate indicating that the Developer carries for itself and for the benefit of the Township as a named additional insured adequate public liability insurance in an amount not less than \$1,000,000.

10. Waste Materials. Developer will be responsible for the collection and removal of waste materials such as papers, cartons and the like cast, thrown or deposited on or adjacent to the Extension Project (whether discarded by it, subcontractors or material suppliers), and agrees to prevent the same from being buried on or deposited upon the Site or in the area of the Extension Project.

11. Cessation of Work. If Developer ceases work upon the Sanitary Sewer Improvements (excepting the final coat to roadways) while the Extension Project is incomplete for a continuous period of ninety (90) days or more, barring strikes, shortages of material, unfavorable weather or other conditions beyond Developer's control, such a cessation shall at the Township's option be deemed a breach of this Agreement. In such event the Township may pursue any remedies available to it as a result of such breach.

12. Time for Completion; Township's Remedies. The entire work on the Sanitary Sewer Improvements and installations herein provided shall be completed by the Developer not later than one (1) year from the date of this Agreement barring strikes, shortages of material, unfavorable weather or other matters or conditions beyond Developer's control; provided, however, that by mutual written agreement of the Township and the Developer, said time of performance and completion will reasonably be extended. If the said Developer fails to construct the Sanitary Sewer Improvements as herein specified by the time indicated hereinabove, then the Township may, at its option, after the expiration of seven (7) days written notice, sent by certified mail to the Developer at the address above given, enter into possession, complete the said work, either with its own men, or by others with or without competitive bidding, and the full cost of so doing will be the measure of damages due to said failure on the part of said Developer.

13. Blasting. It is further understood and agreed that if the installation of any Sanitary Sewer Improvements requires blasting, that the Developer will obtain and pay for any permits required before work is commenced and indemnify the Township from any cost or losses incurred as a result of the blasting work required. Further, in the event the Township is required to submit bonds to the State and County because of the requirements of those agencies, Developer will reimburse the Township for any expense involved in complying with the regulations.

14. Notice and Inspections. All culverts, sanitary sewer piping, underdrains, manholes, paving, curbing and other improvements are subject to inspection and approval at the cost of the Developer by the Township Engineer. Developer will notify the Township Public Works Department at least forty-eight (48) hours in advance of the initial commencement of any work. Meetings shall be scheduled by the Developer with Township and the representatives of any affected utility companies from time to time, in order to coordinate the scheduling of work. After initial commencement of work, no Sanitary Sewer Improvements subject to inspection by Township shall be commenced without forty-eight (48) hours prior notice to the Township Public Works Department.

If work is commenced without proper notice and if the Township Engineer determines, after inspection, that the work does not comply with the Township specifications, the Township shall have the right to any or all of the following remedies: (1) order the removal of any such work if the Township Engineer reasonably concludes that such work was faulty; (2) assign an inspector to the project, at Developer's expense, whether or not work is being performed until Developer reasonably demonstrates that it is doing work which complies with the Township notice requirements; and (3) declare this Agreement in default and suspend or revoke any permits issued hereunder for work



being constructed which is alleged to have commenced without proper notice until Developer reasonably establishes a procedure with the Township as to how proper notice will be provided as required herein.

Developer agrees that in the event any of the materials used in construction of Sanitary Sewer Improvements shall be reasonably rejected or disapproved by Township or its agents as defective or not in compliance with the approved Sanitary Sewer Plans and specifications, or if work is performed without prior notice as herein provided, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the satisfaction and approval of the Township Engineer at the cost and expense of Developer if the Township Engineer reasonably concludes that such work was faulty.

15. Filing of "As Built" Street and Utility Plans. Upon the completion of the Sanitary Sewer Improvements, the Developer shall file with the Township a certified "As Built" plan of the off-site sanitary sewer improvements. The plan shall be drawn to the same scale as the original approved plans, and shall show streets, curbs, sidewalks, sanitary sewers and laterals, storm sewers, water mains and services, telephone, electric, and cable TV services, and any additional underground facilities that may be installed. An "As Built" profile shall also be drawn to the same scale as the original approved plans to indicate the final invert elevations and locations of the sanitary and storm sewer pipe inlets and manholes.

II. CONDITIONS TO BE MET PRIOR TO COMMENCING CONSTRUCTION OF IMPROVEMENTS.

1. No improvements referred to herein, in connection with the Extension Project, shall be commenced until:

(a) This Agreement is duly signed and delivered.

(b) A Performance Security Agreement is executed. If Developer executes an Escrow Agreement, the cash must be deposited with the Township or with an Escrow Agent approved by the Township, and if Developer executes a Letter of Credit Agreement, the Letter of Credit must be in a form approved by the Township Solicitor, and the Letter of Credit Agreement and the Letter of Credit must be submitted to the Township.

(c) All fees required by this Agreement and any Ordinance, Resolution or Regulation of the Township are paid, including the payment of costs, and legal and engineering expenses, incurred by the Township for the completion of its initial approval of the Sanitary Sewer Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township.

(d) An escrow for professional fees and inspection fees has been established.

(e) All other requirements of the Township Codes and Regulations have been met.

2. Upon compliance with the requirements of Paragraph 1 hereinabove, Developer may obtain permits for construction in accordance with this Agreement.

### III. ESCROW FUND FOR PAYMENT OF FEES.

1. Reimbursement of Engineer and Consultants' Fees. Developer shall reimburse Township for any and all costs incurred by Township in connection with or on account of this Agreement or the Sanitary Sewer Plans involved herein, including but not limited to, engineering fees, design and plan review, legal fees, and the cost of recording of any instruments.

2. Security Deposit for Professional Fees. The Developer hereby agrees to deposit with the Township the sum of Twelve Thousand Five Hundred Dollars (\$ 12,500.00) ("Security Deposit") as a fund for the payment of all costs and expenses, charges and fees as set forth in Article II, Paragraph 1(c) and (d) hereof, which may be incurred by the Township hereunder, upon execution of this Agreement. It is understood and agreed by the parties that neither the Township, its Solicitor, nor its Engineer shall commence processing permits requested under this Agreement until said Security Deposit has been made with the Township.

### IV. PERFORMANCE SECURITY FUND FOR CONSTRUCTION OF IMPROVEMENTS.

1. Performance Security Agreement. Prior to issuance of a permit for the Extension Project, Developer shall execute a Performance Security Agreement setting forth the amount of the Performance Security which will be held for the purpose of guaranteeing that the Developer shall fully complete the Sanitary Sewer Improvements as set forth herein, shall comply with all the provisions of this Agreement, and shall complete said Sanitary Sewer Improvements within the time for completion as specified herein. Under no circumstances is said escrow sum to be construed as a limitation of Developer's obligations for construction of the aforesaid Improvements, said sum being an estimate only of the costs of completion.

2. Amount of Performance Security. The amount of the Performance Security to be posted to guarantee the completion of the Sanitary Sewer Improvements is Eighty-nine Thousand Four Hundred Dollars (\$ 89,400.00) plus Eight Thousand Nine Hundred Forty Dollars (\$ 8,940.00) which is ten percent (10%) thereof, for a total amount of Ninety-eight Thousand Three Hundred Forty Dollars (\$ (98,340.00) which is 110% of the cost of completion estimated as of 90 days following the scheduled completion date.

3. Guarantee of Completion. The Developer agrees that the reasonable cost of doing the matters herein mentioned, including the Sanitary Sewer Improvements, engineering, inspection and miscellaneous costs, is set aside in the Performance Security and Professional Fee deposit, in accordance with the Security Agreement, to guarantee the completion of the Improvements. If a breach occurs in performance in completing said Sanitary Sewer Improvements by the Developer, it is agreed that the Township Engineer shall determine the extent of non-performance, and that the amount of the Performance Security shall be available to the Township to complete the Sanitary Sewer Improvements. To the extent such security is insufficient, the then unsecured cost to the Township may be filed as a municipal claim against the Site property and the Township may proceed at law or equity to collect such sums from the owners and/or developer of the tract.

4. Partial Releases of Escrow Balance. As the work of installing the Sanitary Sewer Improvements proceeds, the Developer may request the Township to release or authorize the release, from time to time of such portions of the Performance Security necessary for payment to contractors performing the work. The Township shall have 45 days from receipt of such request within which to allow the Township Engineer to certify in writing to the Township that such portion

of work on the Sanitary Sewer Improvements has been completed in accordance with the approved plan.

V. PERMITS.

1. Street Opening and Grading Permits. Developer shall obtain Street Opening and Grading Permits as necessary from Lower Merion Township prior to starting work.

2. Regulatory Agencies Other than the Township. In the event that any additional costs and expenses are incurred to meet requirements of any public or private regulatory agency or department, said expenses shall be the sole responsibility of the Developer, regardless of whether such costs and expenses are incurred directly by the Developer, or are incurred by the Township on behalf of the Developer.

At such time as the Developer desires to dedicate the Extension Project to the Township, if there are outstanding payments of costs, expenses or payments to be made to any regulatory agency of which either the Developer or the Township is aware, the Developer will be permitted to escrow said sum with the Township. Should any unforeseen costs, expenses or payments be made known to the Developer or the Township after dedication, the Developer will be responsible to either make such payments directly to the appropriate regulatory agency or reimburse the Township promptly for making such payments.

3. Sewer Connection Fee. The Township will establish a Sewer District to include all properties adjacent to the Extension Project. The sewer connection fee will include a Connection Fee of \$150, a Tapping Fee of \$850, and a Special Purpose Fee equal to the EDU Reimbursement Amount calculated as set forth in Article VI below. Each owner of a Participating Parcel shall make application for a sewer connection permit at the time of connection, but will receive a credit for the

Special Purpose Fee upon confirmation that they have agreed to share the cost of the Extension Project with the Developer and thus will already have contributed to the overall cost of the Extension Project. Owners of Participating Parcels may request an extension of the code requirement to connect to the new sewer main within 60 days of completion upon proof that their existing on-lot system is properly functioning.

#### VI. REIMBURSEMENT PURSUANT TO MUNICIPALITY AUTHORITIES ACT

1. Connection By a Third-Party Owner. If the owner of a Non-Participating Parcel connects a service line (i.e. lateral) directly to the main extension constructed by the Developer, and the Township collects the Special Purpose Part of the Connection Fee from such owner, the Developer shall be reimbursed in an amount as outlined below.

2. Ten Year Reimbursement Period. The Developer shall be entitled to reimbursement from the Township pursuant to this Agreement only from connections made within ten (10) years from the date of dedication of the Extension Project to the Township (hereinafter "Reimbursement Period").

3. Facilities For Which Reimbursement Shall Be Provided. The parties expect that a total of \_\_\_\_\_ Non-Participating Parcels, each assigned a single EDU (Equivalent Dwelling Unit) of sewer capacity may connect a service line directly to the Extension Project within the Reimbursement Period. The list of such Non-Participating Parcels is attached as Exhibit "A".

4. Calculation of Reimbursement. Reimbursement to the Developer (the "EDU Reimbursement Amount") shall be determined by dividing the total contracted cost to the Developer for installation of the Extension Project as certified by the Township Engineer, plus

reimbursements to the Township and other documented and required expenses as provided herein, divided by the total number of EDUs capable of connecting to the sewer extension. Following completion of the Extension Project and prior to any connections, the Township and the Developer will confirm the EDU Reimbursement Amount with one another. The Township will then establish the new Sewer District and insert the EDU Reimbursement Amount plus an administrative fee of 5% as the Special Purpose Part of the Tapping Fee for each EDU as currently defined in the Lower Merion Township Code, Chapter 110, Fees, Section 110-10, Sewers. The Tapping Fee is the charge defined and designated in the Municipality Authorities Act as a "connection charge". A "connection charge" is divided into components including a "Capacity Part, a "Collection Part" and, where the Township has entered into a reimbursement agreement such as this, a "Special Purpose Part."

The Township will reimburse the Developer the EDU Reimbursement Amount of the Special Purpose Part of every Tapping Fee upon payment by the owners of Non-Participating Parcels for a permit to connect by a service line directly into the Extension Project within the Reimbursement Period.

## VII. DEDICATION AND MAINTENANCE.

1. Dedication of Sanitary Sewer Improvements. Dedication and acceptance of the Extension Project will take the form of a Resolution of the Board of Commissioners accepting the Township Engineer's Certificate of Completion of the project.

2. Prerequisites to Acceptance of Dedication. Prior to acceptance of dedication, the following must occur:

(a) The Township Engineer shall have delivered to the Township a certificate in respect to each portion of the Extension Project, certifying that, in its opinion, the facilities were completed by the Developer in accordance with the provision of this Agreement, the Sanitary Sewer Plans, and the Codes, Resolutions and Regulations of the Township.

(b) The Township shall have received from the Developer the reimbursement of all reasonable engineering, recording, administrative, and legal services and costs, which the Township incurred pursuant to this Agreement.

(c) The Developer shall have supplied to the Township a certificate that (1) the costs of labor and materials supplied for construction of the facilities have been paid, and (2) there are no mechanics liens outstanding against the facilities.

(d) The Developer shall have supplied to the Township a complete set of certified, reproducible "As Built" plan and profile drawings of the Sanitary Sewer Improvements satisfactory to the Township Engineer.

(e) The Developer will have provided for maintenance as set forth hereinafter.

3. Non-Liability of Township until Acceptance of Dedication. It is expressly understood and agreed that the Township does not hereby accept any responsibility for the maintenance of any of the Sanitary Sewer Improvements; that the Township in no manner assumes any liability in connection with said Sanitary Sewer Improvements and does not render itself liable for any of the costs for work done or to be done in connection therewith or inspection thereof, and shall exercise no control of any kind over said Sanitary Sewer Improvements until such time as the Township shall officially and legally accept the Extension Project as part of the public sanitary sewer system of the Township. Developer assumes full responsibility in connection with said



Improvements and the financial liability for all Sanitary Sewer Improvements of any kind whatsoever and cost thereof. The Township's sole interest in said Sanitary Sewer Improvements is the enforcement of the terms of this Agreement and of laws, ordinances, resolutions, rules and regulations under authority of which this Agreement is executed.

4. Escrow Fund for Maintenance of Improvements and Professional Fees. At or before the date of acceptance of the aforesaid dedication, Developer agrees to provide the Township with a Cash Escrow in the amount of Eight Thousand Nine Hundred Forty Dollars (\$8,940.00), that being ten percent (10%) of estimated construction cost figures for said Sanitary Sewer Improvements, conditioned that the Developer shall, for the period of eighteen (18) months from the acceptance of dedication, repair and maintain such Sanitary Sewer Improvements and construction and will commence the same within five (5) days from the time of notice, legal holidays and Sundays excepted (except in case of an emergency requiring immediate attention), from the Township to do so, and upon default, the Township shall make such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof from the cash deposit held in escrow, any cost in excess thereof to be recovered from the Developer. Professional fees incurred by the Township in the inspection of the Sanitary Sewer Improvements during the maintenance period shall be deducted from this Escrow Fund.

#### VIII. MISCELLANEOUS PROVISIONS.

1. Notification of Address Change of Developer. Developer covenants to notify Township in writing by certified mail of any change of Developer's address from that noted in the Preamble hereto. Developer agrees that a notice of any kind or nature, relating to this Agreement or

the Codes applicable to this Project, mailed to the Developer at the above stated address (or in the event the Township receives the aforesaid notice of change of address, then mailed to such changed address) shall be valid and effective for all purposes.

2. Proof of Payment. Developer agrees that, upon written request of Township, proof of the payment of all labor and materials performed and supplied in the performance of the Sanitary Sewer Improvements required herein shall be furnished to the Township Solicitor on behalf of the Township either by a Release of Liens including affidavit by the Developer or by an affidavit of the surety that the Developer has paid all bills for labor and materials as aforesaid. Said proof must be furnished at or before the tender of dedication to the Township, unless Developer has a bone fide dispute with a supplier or contractor as to the payment due and agrees to escrow or post a letter of credit to secure any payments that may be in dispute.

3. Covenant Running With the Land. The Developer for itself, its successors and assigns, by execution of this Agreement, does agree with the Township, its successors and assigns, that the obligations undertaken herein by the Developer shall be covenants running with the Improved Parcels and that in a Deed of conveyance of the Improved Parcels, any one, or any part thereof to any person or persons, said obligations shall be incorporated by reference to this Agreement in the record thereof or as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement shall be recorded in the office of the Recorder of Deeds at Norristown, Montgomery County, Pennsylvania.

4. Additional Documents. The Developer covenants to execute, acknowledge, and deliver any documents necessary, or appropriate, in the opinion of the Township Solicitor, to carry out the terms of this Agreement.

5. Indemnity. Developer shall, at all times, indemnify and hold Township harmless from any and all claims, suits, demands, legal expenses, judgments or liabilities (a) which any adjoining property owner may bring against Township or against the Township officials and employees for any conditions occurring on adjacent property, caused or alleged to be caused by conditions arising from the construction and installation of the Extension Project, such conditions including, but not limited to drainage water, mud, dirt or dust; and (b) as a result of construction of the facilities dedicated to the Township by the Developer, including, but not limited to those which are to be maintained hereunder by the Developer, or its grantees.

6. Default. In the event that the Developer shall breach this Agreement in any way or in the event that the Developer shall cease to pay bills of the Township, the Township may immediately declare this Agreement to be in default.

In the event that Developer fails to install and construct the Sanitary Sewer Improvements within the period set forth or any applicable extension, then the Township may, in its sole discretion, declare the Developer in default under this Agreement, and, after the expiration of seven (7) days after written notice to the Developer of such default, at the address herein given, enter into possession of and complete the said Sanitary Sewer Improvements, either with its own employees, or by others, and the full cost of so doing will be assessed as damages against said Developer, unless Developer has cured said default.

In the event of default, in addition to all other remedies, the Township may suspend any permits or revoke any permits heretofore issued and/or refuse to issue any further permits until such default is cured or Developer is proceeding in good faith to cure such default.

7. Successors and Assigns. This Agreement extends to and binds Developer and Owner, their successors and assigns, and the Township of Lower Merion, its successors and assigns.

Developer will not sell, assign or transfer in whole or in part, any right, power or privilege under this Agreement without the prior written consent of the Township which shall not be unreasonably withheld. No such sale, assignment or transfer shall in any way relieve Developer of responsibility for completion of the Sanitary Sewer Improvements in accordance with the terms of this Agreement nor affect in any way the rights of the Township under the Security Agreement executed contemporaneously herewith.

IN WITNESS WHEREOF, the said parties have caused their hands and corporate seals to be hereto affixed, duly attested by their proper officers, the day and year first above written.

WITNESS:

MOUNT MORO SEWER LLC

\_\_\_\_\_

By: \_\_\_\_\_,  
Member

ATTEST:

TOWNSHIP OF LOWER MERION

\_\_\_\_\_  
Jody L. Kelley , Secretary

By: \_\_\_\_\_  
Daniel B. Bernheim, President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF : SS.

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged that he is the Member of MOUNT MORO SEWER, LLC, and as such Member executed the foregoing Developer's Agreement for the purposes therein contained and desires the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF MONTGOMERY :

On this the       day of                      , 2020, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Daniel B. Bernheim, who acknowledged himself to be the President of the LOWER MERION TOWNSHIP BOARD OF COMMISSIONERS, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**Prepared by and Return To:**

Gilbert P. High, Jr.  
40 E. Airy Street  
Norristown, PA 19404

**Parcel Nos:**

**SANITARY SEWER AGREEMENT FOR SANITARY SEWER  
IMPROVEMENTS AND REIMBURSEMENT PURSUANT TO THE  
PENNSYLVANIA MUNICIPALITY AUTHORITIES ACT OF 1945  
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**EXHIBIT "A"**

**Mt. Moro Sewer Extension Property List**

Property Address		Owner	Parcel ID	Participating Parcel	Non-Participating Parcel
House #	Road				
726	Mt. Moro Road	Maria E & Stephen Patrick O'Sullivan	40-00-41644-00-4		
727	Mt. Moro Road	Patrick J & Rebecca L Duffy	40-00-41732-00-6		
731	Mt. Moro Road	Rebecca Cohen	40-00-41736-00-2		
732	Mt. Moro Road	Alan R Brody & Tracy Nelson	40-00-41648-00-9		
733	Mustin Lane	Dean E & Angela A Zarzycki	40-00-42308-00-6		
736	Mustin Lane	Paul K Bookman	40-00-42284-00-3		
738	Mt. Moro Road	Anthony D & Cynthia G Real	40-00-41652-00-5		
746	Mt. Moro Road	Richard & Wynrhys Coghlan	40-00-41660-00-6		
750	Mt. Moro Road	Richard & Wynrhys Coghlan	40-00-41664-00-2		
753	Mt. Moro Road	Marc A Frank	40-00-41740-00-7		
754	Mt. Moro Road	Marc M & Nicole Rayfield	40-00-41668-00-7		
758	Mt. Moro Road	Gary S & Jill M Brandeis	40-00-41672-00-3	X	
761	Mt. Moro Road	Khanh & Phan Ngoc B & Che Minh Khanh Che	40-00-41744-00-3		
764	Mt. Moro Road	Howard Lee & Eleanor K Morgan	40-00-41676-00-8		
768	Mt. Moro Road	Paramount Property Solutions LLC	40-00-41680-00-4		
769	Mt. Moro Road	Norman & Arlene Chaiken	40-00-41748-00-8		
775	Mt. Moro Road	Alan P & Donna R Richman	40-00-41752-00-4		