

**SOUTHERN DELAWARE COUNTY AUTHORITY  
REIMBURSEMENT AGREEMENT**

101 Beech Street, Boothwyn PA 19061

Tel: 610-485-6789

Fax: 610-497-5717

The Applicant hereby agrees to the following:

1. The Applicant shall pay all associated expenses for the Sewer Authority Engineer, Solicitor, or other relevant consultants, as applicable, for associated work spent on the submitted application, plan, planning module or other sewer related items.
2. The Applicant agrees to deposit with the Authority a Base Escrow Fee of \$1,500.00 plus \$50 per lot for residential or plus \$50 per 1000 sf of building for non-residential sites in accordance with the related plan, planning module or other sewer related reviews. In the case of a Capping Permit only, the escrow deposit shall be \$500.00.
3. The escrow deposit shall be submitted as a separate check made payable to Southern Delaware County Authority.
4. It is agreed and understood by all parties that neither the Authority, the Solicitor, the Engineer, nor other relevant consultants shall commence processing this application for sewer related reviews until the escrow has been deposited with the Authority.
5. It is agreed upon that the escrow will be deducted monthly for all above mentioned consultants' fees for review and consideration of the submitted sewer related items.
6. In the event the escrow falls below 25% of the original posted requirement, the Applicant agrees that the escrow shall be replenished by Applicant within five (5) days of the date of written notice.
7. In the event the Authority shall expend and/or become liable for administrative costs and expenses, and/or legal, and/or engineering fees, in an amount in excess of the deposit, Applicant agrees to promptly pay such additional sums upon receipt of an invoice from the Authority. All amounts billed by the Authority under this Agreement will be due and payable thirty (30) days from the date of the billing invoice. In addition, on all payments outstanding in excess of thirty (30) days, interest will be charged from the date of the initial billing statement at the rate of one percent (1.5%) per month on the unpaid balance plus an administrative charge of two percent (2%) per month on the unpaid balances of all invoices past due.
8. It is understood and agreed that if the escrow funds have been exhausted and attempts to replenish the account have gone unfulfilled, no further review of the applicant's plans or sewer related items will be conducted until those funds are replenished to the original escrow.
9. It is understood and agreed that this Agreement is for the purpose of establishing an escrow by the Applicant with the Authority. It is further understood that a Developer's Agreement shall deal with a variety of matters not set forth herein. No permit for start of construction shall be provided to the Applicant, unless and until, the Applicant and Authority have executed a Construction Improvement Agreement and Financial Security Agreement, and duly recorded, if deemed applicable.
10. The Applicant may at any time terminate all further obligations of this Agreement, by giving written notice to the Authority withdrawing the application. The Applicant shall only be liable to the Authority for the costs and expenses incurred to the date and time of the Authority's receipt of the withdrawal. The Authority shall refund any unused balance of the deposited funds to Applicant within forty-five (45) days of receipt of the notice.
11. Refunds will be made only to the Applicant whose signature is on this Agreement.
12. The Applicant and Authority acknowledge that this contract represents their full understanding and bargain.

I have read this notice and I am aware of the costs to be paid by me.

\_\_\_\_\_  
Name of applicant: Phone number:

\_\_\_\_\_  
Address of applicant: Fax number:

\_\_\_\_\_  
Name of subdivision / land development: Type of improvement:

\_\_\_\_\_  
Address of improvement:

\_\_\_\_\_  
Number of Equivalent Dwelling Units (EDU's) proposed:

\_\_\_\_\_  
Name of Contractor/Plumber: Phone number:

\_\_\_\_\_  
Address Contractor/Plumber: Fax number:

\_\_\_\_\_  
Signature of applicant:\* Date:

\_\_\_\_\_  
**Signature of property owner\*\*:** Date:

\*By signing this document, the applicant agrees that they fully intend to be legally bound hereby and that the parties have hereunto caused these presents to be executed and have affixed their seals hereto, the day and year above written.

**\*\*If applicant is not the property owner, the property owner's signature is required.**

SOUTHERN DELAWARE COUNTY AUTHORITY

\_\_\_\_\_  
Linda C. Lamberto, SDCA Office Manager

Date: \_\_\_\_\_

\$ \_\_\_\_\_  
Amount of Escrow Deposited