



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NJ 07927 • TEL 973-326-6880 • FAX 973-326-9521 • WWW.SMCMUA.ORG

## WATER SERVICE FOR PROPERTY LOCATED OUTSIDE OF THE AUTHORITY'S DISTRICT BUT FRONTING ON THE SYSTEM OR HAVING DIRECT ACCESS THERETO

(with construction of new water main extension)

**Note: New water main extension is to be installed by customer or developer and subsequently turned over to SMCMUA.**

For a property or development seeking water service, the guidelines for planning, approval, construction, testing and acceptance are provided below. The Authority is committed to providing an efficient process to achieve your water service goals in accordance with the Authority's Rules and Regulations, pursuant to N.J.S.A. 40:14B.

Navigate to the Authority's website at [www.smcmua.org](http://www.smcmua.org) and click on the "Forms" page to access all of the necessary forms and information.

For a property or development requesting water service, please begin the pre-approval process by completing and submitting the Pre-application Form. Please allow a minimum of thirty (30) days for the Authority to examine the information you provided; at which time, the Authority will contact you to schedule a preliminary meeting to review your submittal in detail. Please bring original hardcopies of the submitted documents to the meeting. Incomplete Pre-application Forms and insufficient technical documents will not be reviewed and will be returned to the Applicant.

The preliminary meeting with the Authority will include: the review and provision of detailed information and/or paperwork on any application requirements and associated fees (i.e. application fee, connection fee, tap fee, wet cut fee, etc.); comments on drawings/plans/specifications; flow test information; creation of a construction schedule checklist; review of bond requirements and permits; etc.

The Applicant is hereby reminded to check with local, County and State ordinances to ensure information complies with the standards mandated.

The Applicant shall be responsible for complying with the standards specified by the Authority set forth in the Technical Requirements.

For water service to a property located outside the Authority's district but fronting on the system or having direct access thereto with no construction of any new main extension, follow the below steps:

1. After submission of the Pre-application Form and the subsequent preliminary meeting with the Authority, the Authority may request revised technical documents (full size, full scale, not to exceed 3MB in PDF format) which should be sent to [developments@smcmua.org](mailto:developments@smcmua.org) for approval.
2. Download and complete the Outside District Water Service Authorization Form and Water Main Extension Application. If you have questions regarding the forms and applicable fees, contact Alexis Bozza at 973-326-6867.
3. Once the Outside District Water Service Authorization Form and Water Main Extension Application are completely filled out and the revised technical documents have been approved by the Authority, submit a hard copy of the completed forms with applicable fees and a CD with the final technical documents, in PDF and CAD format (if applicable), and mail to:

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY  
ATTN: MS. ALEXIS BOZZA – OUTSIDE DISTRICT WATER SERVICE WITH NEW MAIN EXTENSION  
19 SADDLE ROAD  
CEDAR KNOLLS, NJ 07927

4. The Authority Board will review the application package at its regular meeting which is generally held on the third Thursday of every month.

5. If approved by the Authority Board, written requests will be made to the Authority's Creating Municipalities (Hanover Township, Morris Plains, Morristown, and Morris Township) for their approval.
6. Once approvals are received from all four Creating Municipalities, the Application for Water Service Outside the Authority's District is complete and a Main Extension Agreement is to be fully executed between the Applicant and the Authority. Notice of approval and Main Extension Agreement will be sent to Applicant. When returning the signed Main Extension Agreement to the Authority, applicant must submit a Certificate of Insurance that fully complies with the provisions of Paragraph 22 of the Main Extension Agreement. No Main Extension Agreement will be executed by the Authority until Certificate of Insurance is acceptable.
7. Once Main Extension Agreement is fully executed, complete and submit appropriate documents for new water service (tap and/or wet cut).

NOTE: THE DISTRICT OF THE AUTHORITY CONSISTS OF THE TOWN OF MORRISTOWN, THE TOWNSHIP OF MORRIS, THE TOWNSHIP OF HANOVER AND THE BOROUGH OF MORRIS PLAINS

**AUTHORIZATION**  
(Form must be typed.)

(To be used in connection with service applications and applications for construction of new main extensions outside the District of the Authority.)

TO: The Southeast Morris County Municipal Utilities Authority  
19 Saddle Road  
Cedar Knolls, New Jersey 07927

THE UNDERSIGNED HEREBY AUTHORIZES THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ("AUTHORITY") TO:

(Check applicable section: either A, B or C)

- A. Make written request to the Town of Morristown, the Township of Morris, the Township of Hanover and the Borough of Morris Plains for approval of a service connection to property located outside the District but fronting on the system or having direct access thereto and not involving the construction of any new main extension.
- B. Approve the construction of a new main extension outside the District for purposes of providing service solely to persons or property within the District.
- C. Make written request to the Town of Morristown, the Township of Morris, the Township of Hanover and the Borough of Morris Plains and, when applicable, to the Morris County Municipal Utilities Authority for approval of a new main extension to be constructed outside the District for purposes of providing service in whole or in part outside the District.

THE FOLLOWING APPLIES TO ALL APPLICATIONS FOR NEW MAIN EXTENSIONS OUTSIDE THE DISTRICT:

The undersigned certifies that it will pay all fees (see attached schedule) and comply with all applicable regulations and requirements of the Authority for construction of and payment for the purposed extension.

The undersigned further understands and agrees to the following:

- (a) The Authority assumes no obligations with regard to the obtaining of the requested approvals and shall in no way be responsible for the failure or inability to secure same after written require therefore.
- (b) In the event any municipality or the Morris County Municipal Utilities Authority shall require any further information or documentation of any nature whatsoever including, without limiting the generality of the foregoing, any engineering reports or data, plans, maps, surveys, specifications, construction details, legal opinions, testimony or reports of expert witnesses, or in the even any hearing is required or requested by any person in connection with such applications, all such requested information or documentation, with any such hearing shall be borne by the applicant, including the actual costs incurred by the Authority for professional legal and engineering services in connection with such requests or hearings.
- (c) The costs referred to herein shall be in addition to the application fee to be paid by the applicant pursuant to the attached schedule, which fee is intended only to defray the cost to the Authority of processing the initial application and making the written requests to the creating municipalities and the Morris County Municipal Utilities Authority. The Authority may require either a supplemental fee, cash deposit or other security with regard to the costs incurred or to be incurred in connection with the items set forth above.

(d) The obtaining of any approvals pursuant to this application shall not in any way excuse the applicant from complying with all applicable Authority regulations or requirements; nor impinge upon the right of the Authority to determine whether service shall, in any give case, be provided, notwithstanding such approvals.

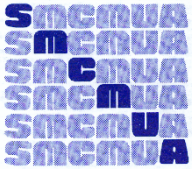
Name and Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_  
E-mail: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_  
Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Authorized Signature of Applicant: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_



# Southeast Morris County Municipal Utilities Authority

19 SADDLE ROAD • CEDAR KNOLLS, NJ 07927 • TEL 973-326-6880 • FAX 973-326-9521 • WWW.SMCMUA.ORG

## APPLICATION FOR WATER MAIN EXTENSION

(Form must be typed.)

APPLICATION FEE: \$ \_\_\_\_\_

PRELIMINARY DEPOSIT: \$ \_\_\_\_\_ (\$ \_\_\_\_\_ plus \$ \_\_\_\_\_ per foot of water main extension)  
(To cover engineering, legal, etc., costs incurred relating to application. See Paragraph 4.)

TOTAL APPLICATION FEE AND PRELIMINARY DEPOSIT: \$ \_\_\_\_\_

ENGINEER'S ESTIMATED COST OF WATER MAIN: \$ \_\_\_\_\_

NAME IN WHICH CONTRACT IS TO BE WRITTEN: \_\_\_\_\_  
(APPLICANT)

ADDRESS \_\_\_\_\_ TEL. NO. \_\_\_\_\_

PLAN NAME: \_\_\_\_\_

PLAN PREPARER: \_\_\_\_\_

PLAN DATE: \_\_\_\_\_

DEVELOPMENT KNOWN AS: \_\_\_\_\_

STREET OR STREETS WHERE MAIN IS TO BE INSTALLED: \_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_

TOTAL LENGTH IN FEET OF MAIN TO BE INSTALLED: \_\_\_\_\_

1. An Agreement between the Applicant and SMCMUA will be required. A sample agreement is attached and made part of this Application.
2. If application involves a development to be constructed in phases or stages, the contract shall cover only the phase(s) or stage(s) for which approval is currently sought. Subsequent phases or stages will require further application and a new or supplemental contract. Applicant shall specify the particular phase(s) or stage(s) for which approval is sought in connection with this application:

Number of phases in Development: \_\_\_\_\_

Number of phases for which approval is currently sought: \_\_\_\_\_ of \_\_\_\_\_

3. This Application shall be deemed withdrawn in the event an Agreement between Applicant and SMCMUA is not signed by applicant within 30 days after approval of SMCMUA.

4. The preliminary deposit is \$\_\_\_\_\_ plus \$\_\_\_\_\_ per foot of water main extension. The preliminary deposit specified in this application is only an estimate of the cost to SMCMUA of processing the application. The SMCMUA may require, in its discretion, an additional cash deposit to cover the actual cost incurred or to be incurred in connection with the application. The unused portion of the amount deposited, if any, will be refunded to Applicant after "As-Built" Plans are submitted to SMCMUA and all other requirements of the contract are satisfied.
5. If the main is to be installed in whole or in part outside the District of the SMCMUA (i.e. outside the territorial limits of the Town of Morristown, the Townships of Morris and Hanover and the Borough of Morris Plains, hereinafter "the creating municipalities"), this application may require the approval of the creating municipalities and the Morris County Municipal Utilities Authority. In such event, Applicant hereby authorizes the SMCMUA to apply for such approvals as may be required and Applicant shall be responsible for all costs associated therewith, for which cost the SMCMUA may require a deposit or other security. Nothing herein shall require or obligate the SMCMUA to apply for or pursue any such approvals, nor shall the SMCMUA be responsible for the failure or inability to secure same.

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Applicant's Signature

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Date

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Print Name

Attach:

- State Road Permit Fee Estimate, if applicable
- Fire Department Approval

Note: Additional fees and costs will be required, along with the submittal of separate applications for connections, taps, wet cuts, cut-in connections and branch lines, service taps, etc.

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_ between:

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic of the State of New Jersey, having its principal office at 19 Saddle Road, Cedar Knolls, New Jersey 07927, herein designated as the "Authority" of "SMCMUA"; and

\_\_\_\_ herein designated as the "Developer" or "Contractor".

WITNESSETH:

WHEREAS, an application has been filed with the Authority for water service and main extension, included as Attachment A, to a development in the \_\_\_\_, known as \_\_\_\_, Block \_\_\_\_, Lot \_\_\_\_, known as (the "Development"), all as shown on a certain map or plan entitled \_\_\_\_, prepared by \_\_\_\_ and dated \_\_\_\_, (the "Plan"), included as Attachment B; and

WHEREAS, the Authority has approved said application and the Plan subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereto agree as follows:

1. The Authority agrees to supply water service to the Development upon the terms and conditions set forth herein.

2. Water service shall be provided to the Development in accordance with the Plan. In the event the Development is to be constructed in two or more stages or phases, it is understood that this Agreement covers phase(s) or stage(s) \_\_\_\_ and approval is accordingly limited to the phase(s) or stage(s) specified herein. Developer will be required to make application and enter into new or supplemental main extension agreements for each future phase or stage of the Development. Neither Developer nor any other party shall regard the approval of any phase or stage as an indication that any future phase or stage will be approved by the Authority. Any material change in the Plan or any change in the streets, roads or public or private utilities shown on the Plan shall be promptly submitted to the Authority for review and the Authority may revoke or modify its approval of the Plan based upon such change. Failure to advise the Authority of any such change shall constitute a breach of this Agreement and shall automatically revoke the Authority's approval of the Application and Plan. No construction shall proceed with respect to any modified plan prior to the express written approval of the Authority.

3. Water service will not normally be provided until the entire Development shown on the Plan approved by the Authority is completed. In exceptional cases of extreme hardship, extenuating circumstances or other good cause, the Authority may consider supplying water service to completed portions of a Development provided that such service can be provided without any adverse effect on the Authority's system or other users

thereof. Where water service is provided to less than all of the Development, the Developer may be required to provide a cash deposit or bond to be fixed by the Authority in its sole discretion. Any performance bond required pursuant to this Agreement shall be with a surety company and in a form acceptable to the Authority and its legal counsel.

4. A. The Developer shall at its own expense furnish and install all water mains and necessary appurtenances ("Water Facilities") at the locations and in the manner shown on the Plan. All Water Facilities shall comply with the current specifications and details adopted as "standard" by the Authority ("Specifications"), included as Attachment C. The Developer agrees that, in order to ensure performance and compatibility with the Authority's Water System, all hydrants, valves, equipment, fittings and appurtenances shall be supplied by manufacturers approved in advance by the Authority.

B. Once service is provided to any portion of the Development, the Developer shall not be excused from its obligation to furnish and install the Water Facilities to the entire Development by reason of abandonment or other failure to complete the Development or any future stages thereof. The Authority reserves the right to (i) require the Developer to complete installation of the Water Facilities at Developer's expense and (ii) apply any cash deposit, enforce any performance bond or institute legal proceedings in connection with any failure to complete such installation notwithstanding the Developer's subsequent abandonment or failure to complete the Development for any reason.

5. All water mains shall be installed a minimum of four feet (4') below the grade of the existing road or the proposed road plus pipe diameter unless otherwise shown on the Plan approved by the Authority. If at any time prior to acceptance by the appropriate municipal or State entity or agency having jurisdiction, the grade of the road is changed so that there is less than three and one half feet (3 ½') or more than five feet (5') ground cover over any main, the Developer shall at its own cost and expense lower or raise said main to a minimum of four feet (4') of cover below the finished road grade.

6. The Developer shall be responsible for maintaining each and every valve box at proper road grade until the final grade is established or until the building to which the water extension is connected is occupied, whichever date is later.

7. The Developer shall perform all excavating and back-filling at its sole cost and expense. The installation of all Water Facilities shall be performed in the manner prescribed by the Authority and in strict accordance with the Plan and Specifications. All work performed by the Developer shall be performed in the presence of an inspector assigned by the Authority and paid for by the Developer.

8. The Developer shall notify the Authority at least five (5) working days in advance of the installation of any of the Water Facilities. The Developer shall not permit any Water Facilities to be installed unless an inspector from the Authority is present.

9. If the Water Facilities are to be installed in a State Highway, the Authority shall obtain the necessary road opening permits from the New Jersey Department of Transportation at the Developer's expense.



The Developer shall post a cash deposit in an amount to be determined by the Authority to ensure compliance with this Paragraph and the requirements of any governmental entity having jurisdiction. If the Water Facilities are to be installed in a county, municipal or private road, the Developer shall obtain all necessary road opening permits at its own expense and shall submit copies of all such permits to the Authority before beginning work. The Developer shall be responsible for excavation and maintenance of all road openings, restoration of the road and final pavement.

10. The Developer shall file separate applications with the Authority for all wet taps, cut-in connections and branch lines to new or existing mains and shall pay for the cost of such taps in accordance with the applicable schedule of service charges of the Authority. All such taps and connections shall be made by the Authority at the expense of the Developer, but the Developer shall perform all excavating and back-filling and shall furnish and install all tapping sleeves, valves, and valve boxes at its expense.

11. If hydrants are to be installed at any point along the proposed main, Developer agrees to obtain from the Fire Department, in the municipality involved, written approval of the exact locations of the proposed hydrants so that "tees" will be installed at proper locations as the main is installed in order to avoid future cut-ins. Developer agrees to purchase and install hydrants to meet specification of the Authority and any other governmental entity or agency having jurisdiction. A copy of the written approval shall be provided to the Authority.

12. Developer shall convey such easements and rights of way for the Water Facilities as may reasonably be required by the Authority. Such easements and rights of way shall be in recordable form and shall be prepared or approved by counsel to the Authority at Developer's expense. No construction shall commence until all required easements and rights of way are executed and delivered to the Authority.

13. All Water Facilities installed by the Developer shall, upon installation and acceptance by the Authority, become the sole and exclusive property of the Authority and shall become a part of its water supply system under its exclusive control, ownership and operation. Acceptance by the Authority shall mean the date, following final inspection and written approval of all Water Facilities to be constructed pursuant to the Plan, that the facilities are placed into service as part of the Authority's water system. Developer shall execute and deliver to the Authority such deeds of conveyance and bills of sale for the Water Facilities as may be requested by the Authority; but ownership shall vest in the Authority upon acceptance (as herein defined) notwithstanding that such conveyances have not been finalized.

14. Leakage, disinfection and bacteriological tests of all new mains and services shall be conducted under the direction of and in the manner prescribed by the Authority as set forth in the Specifications. All costs in connection with such tests shall be borne by the Developer. No Water Facilities shall be accepted by the Authority prior to the satisfactory completion and approval of all such tests.

15. All construction and work to be performed by the Developer under this Agreement shall be commenced within one (1) year of the date hereof and completed within twelve (12) months from the date of

commencement, provided that the Developer shall be entitled to reasonable extensions for commencement or completion of the work coincident with the time periods set forth in any applicable State law or municipal ordinance. Failure to commence or complete the work within the time specified shall cause this Agreement to terminate at the option of the Authority but without prejudice to Developer's right to reapply for water service with respect to the Development subsequent to such termination.

16. Upon completion of all work to be performed by the Developer and acceptance of the Water Facilities by the Authority, the Developer shall furnish a maintenance bond, to guaranty and secure the performance of any repairs or corrective work for a period of one (1) year from the date of acceptance. The amount of the maintenance bond shall be fixed by the Authority based upon the cost of the construction and other relevant factors and shall be provided by a surety company and on a form satisfactory to the Authority and its legal counsel.

17. The Authority shall have the right to refuse to supply water until the Developer submits satisfactory written proof of payment of all bills, expenses and liabilities incurred in the installation of all Water Facilities and appurtenances required by this Agreement.

18. The Authority also shall have the right to refuse to supply water until all requirements of this Agreement and the rules and regulations of the Authority are fully satisfied and all metered and non-metered charges for water service are paid.

19. Before any permanent service taps are made or curb boxes are set by the Authority, the Developer shall file with the Authority a separate application therefore and shall pay for the cost of such taps in accordance with the applicable schedule of service charges of the Authority. No service tap shall be made or curb box set by the Authority until the curb has been completely constructed by the Developer.

20. In the event of default by the Developer, the Authority shall have such remedies as may be provided herein or as may be otherwise provided in law or at equity. Nothing herein shall preclude the Authority from completing the work upon default by the Developer where necessary to protect the public health, safety and welfare in which event Developer shall be responsible for the full cost of such completion incurred or paid by the Authority; provided the Authority shall have no obligation to complete such work as permitted by this Section.

21. A. The Developer shall pay a connection fee ("Connection Fee") representing its fair contribution to the cost of the Authority's Water System as permitted by N.J.S.A. 40:14B-21. The Connection Fee shall be in accordance with the applicable rate schedule of the Authority in effect at the time of the particular connection(s) and shall be in addition to the actual cost of physical connection or tapping fee charged to customers connecting to the Water System. The Authority shall not be obligated to provide water service to any unit within the Development until the applicable tapping fees and connection fees are paid in full.

B. Developer shall also reimburse the Authority for all legal and engineering costs and other out-of-pocket expenses incurred by the Authority in connection with its application including the expense of reviewing the Plan, preparing this Agreement and such other services as shall be rendered in connection with the

application, this Agreement or enforcement of the Authority's rights and privileges hereunder. The Developer shall promptly pay all statements for amounts to be reimbursed pursuant to this paragraph and shall post cash deposits as may be required, from time to time, by the Authority. All amounts so paid or deposited are to be considered estimates and shall be increased or decreased at the reasonably exercised discretion of the Authority, its counsel or consulting engineer from time to time so as to provide sufficient funds to complete the work. In the event there shall be any surplus after completion and acceptance by the Authority of the work covered by the deposit, such surplus shall be promptly returned to the Developer.

22. Before commencing the work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the Authority against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the Authority, unless caused by the sole negligence of the Authority.

Proof of this insurance shall be provided to SMCMUA before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by SMCMUA of the Contractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this section deny coverage to SMCMUA, the Contractor will defend and indemnify SMCMUA at the Contractor's expense.

A. Minimum of Liability

The Contractor must obtain the required insurance with the carrier rated A-VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

1. Commercial General Liability Insurance

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate

\$2,000,000 Product/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

Contractual Liability that will respond to the Indemnification clause, shall be included in the policy. The General Aggregate Limit shall apply separately to the work. As an alternative, the Contractor may provide Commercial General Liability Insurance with no General Aggregate. Products/Completed Operations coverage shall be maintained for at least two years after final payment.

2. Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

3. Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident

\$500,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by state law.

4. Umbrella

\$1,000,000 per Occurrence

\$1,000,000 Aggregate

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

B. Subcontractors

Contractor shall require all Subcontractors to comply with the insurance requirements included in this Agreement.

C. Additional Insured Status and Certificate of Insurance

SMCMUA along with their respective appointed officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by SMCMUA is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Umbrella Liability policies in favor of SMCMUA, and this clause shall apply to SMCMUA's appointed officers, agents and employees. It should also apply to the Subcontractor's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Contractor, and any Subcontractor, shall submit a Certificate of Insurance in favor of SMCMUA and an Additional Insured Endorsement (in a form acceptable to SMCMUA) to SMCMUA and their Engineer as required hereunder.

D. No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, including Subcontractors, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor or Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

E. Failure to Obtain/Maintain, Cancellation and Renewal

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, SMCMUA may, at its sole discretion, purchase such coverage as desired for SMCMUA's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Contractor or Subcontractor will provide 30 days advance notice of the cancellation or non-renewal.

23. Prior to the final release of the cash deposit or other security required by this Agreement and as a condition of the Authority's acceptance of the Water Facilities installed hereunder, the Developer shall submit "As-Built" plans prepared by and certified by a licensed New Jersey professional engineer and land surveyor, which plans shall be subject to the approval by the Authority's engineer and which shall show the location of the Water Facilities installed by the Developer.

24. The Developer understands that SMCMUA does not guaranty the supply of any uniform quality or quantity of water or to maintain any fixed pressure for fire protection or any other purpose. Developer agrees that SMCMUA will not be responsible or liable for any loss or damage sustained as a result of service interruption or irregularity due to accident, breakdown, emergency or from other causes beyond the control of the Authority and hereby releases the Authority from any such liability.

25. The Developer shall comply with all applicable rules and regulations of the Authority and all laws, ordinances, rules, regulations and orders of any other governmental agency or entity having jurisdiction.

26. In the event of a sale or transfer of the Development to another party, Developer agrees that it will secure from its successor in title or interest a written undertaking whereby such successor agrees to assume and fully perform all of the obligations of this Agreement. Developer agrees to promptly advise the Authority in writing of any such sale or transfer provided that this provision shall not apply to a sale or transfer to an individual lot purchaser.

27. Developer shall be responsible for assuring that all agents, servants, employees, contractors and subcontractors involved in the construction of the Development shall fully comply with all provisions of this Agreement.

28. This Agreement shall be binding upon the Developer, its successors or assigns, notwithstanding the fact that the Development may be sold or transferred to another party. This Agreement shall be governed by

the laws of the State of New Jersey. Any proceeding to interpret or enforce this Agreement shall be brought and maintained in the appropriate courts of the State of New Jersey, venued in Morris County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

WITNESS OR ATTEST:

THE SOUTHEAST MORRIS COUNTY  
MUNICIPAL UTILITIES AUTHORITY

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Attachment A: Application

Attachment B: Plan

Attachment C: Specifications