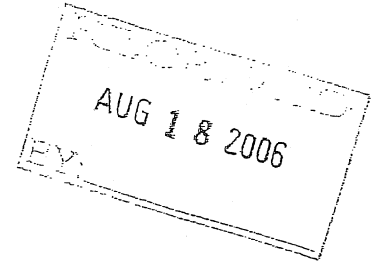


LOWER PERKIOMEN VALLEY REGIONAL SEWER AUTHORITY



Phone: (610) 676-9040  
Fax: (610) 676-9041  
e-mail: lpvrsa@dca.net  
5 River Road  
P.O. Box 297  
Oaks, Pennsylvania 19456



August 14, 2006

Mr. Joseph Dunbar  
Lower Providence Township  
100 Parklane Drive  
Eagleville, PA 19403

Re: LPVRSAs Policy on Release of Planning Module/Application for Planning Exemption/Chapter 94 Consistency Letter

Dear Mr. Dunbar:

The LPVRSAs board recently approved a change to its policy regarding release of a Planning Module, Application for Planning Exemption or Chapter 94 Consistency Letter to DEP. In the event that your municipality is willing to withhold the release of the final plan for recording until LPVRSAs is paid in full for the requisite EDU fees, the developer will not be required to pay for the EDUs before a module/exemption/letter is released to DEP. I am enclosing updated documents for you to distribute to developers. Please dispose of all outdated capacity rights documents.

The new policy is as follows:

- 1) LPVRSAs will review the application for capacity and the development plan after the municipality has granted conditional preliminary plan approval.
- 2) A list of developments seeking planning module approval will be presented to the LPVRSAs Board at each monthly meeting for approval. Upon approval by the Board, the planning module, exemption application and Chapter 94 letter will be released to the municipality for submission to DEP. The letter/module /exemption will state that LPVRSAs has capacity available for the development, but capacity will not be guaranteed until the developer has paid for the capacity.

Page 2  
August 14, 2006

- 3) The developer is required to pay for all of the capacity outlined in the planning module/exemption/Chapter 94 letter prior to the release of the plan for recording by the municipality. If the plan is to be phased, only that phase for which EDUs have been paid can be recorded.

As stated above, release of the module/exemption/letter in advance of payment for the EDU fees will be contingent upon the municipality withholding the release of the final plan for recording until LPVRSAs are paid in full for the EDU fees.

Please let me know if your municipality is able and willing to delay the plan recording until LPVRSAs are paid, as set forth herein. If you are not able to do so, developers in your municipality will be required to remit payment in full for the requisite number of EDUs prior to the release of the planning module/exemption/Chapter 94 consistency letter.

Should you have any questions or require additional information, please feel free to contact me.

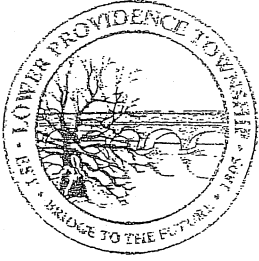
Sincerely,

LPVRSAs



Barbara Ann Cepko  
Manager

cc: LPVRSAs Board  
Wendy McKenna, Esquire  
Tom Ciccippio



# Lower Providence Township

100 Parklane Drive • Eagleville, PA 19403  
Phone: (610) 539-8020 • Fax: (610) 539-6347  
[www.lowerprovidence.org](http://www.lowerprovidence.org)

October 31, 2006

Barbara Cepko  
Manger  
Lower Perkiomen Valley Regional Sewer Authority  
5 River Rd.  
P.O. Box 297  
Oaks, PA 19456

RE: Lower Perkiomen Valley Regional Sewer Authority (LPVRS) Policy on Release of Planning  
Module/Application for Planning Exemption/ Chapter 94 Consistency Letter

Dear Ms. Cepko:

In response to your later dated August 14, 2006 regarding the above policy change by LPVRS, Lower Providence Township agrees to withhold the release of the Final Plan for recording until LPVRS and Lower Providence Township Sewer Authority are paid in full for the requisite EDU fees. This will enable the developer not to pay for the EDU's before a module/exemption letter is released to DEP. A copy of this new policy will be distributed with our Subdivision and Land Development Application package and will also be placed on our website.

If you have any other questions or concerns, please do not hesitate to contact me.

Sincerely,

Joseph C Dunbar  
Township Manager

Cc: Michael Siegel, Director of Community Development  
Board of Supervisors, Lower Providence Township  
Thomas Ciccipio, Lower Providence Township Sewer Authority



**CAPACITY APPLICATION INSTRUCTIONS**  
**Single EDU**

1. Complete the attached "Capacity Access Application Form"
2. Forward the following to the Regional Authority:
  - a. Completed "Capacity Access Application"
  - b. A **BANK CERTIFIED** check in the amount of \$4,800.00
  - c. Three (3) signed copies of the "Capacity Rights Agreement". The agreement **must be signed by the applicant and local sewer authority/municipality before being submitted to the Regional Authority.** Please note that the signature of the applicant **must be notarized** (see page 5 of the agreement).
  - d. A plan of the property showing the location of the sewer main and the proposed street lateral to the proposed building. A simple sketch prepared by the property owner is acceptable.
  - e. Proof of ownership of the property (copy of tax duplicate or plan with parcel number). A plan with the parcel number annotated will meet the requirements of "d." above.
  - f. For non-residential uses, the applicant shall provide at least 24 consecutive months of water consumption data to the Regional Authority for evaluation. Where no data is available, the Regional Authority will estimate the number of EDUs based upon similar facilities (in square feet and in type of use).

All checks to the Regional Sewer Authority should be made payable to "Lower Perkiomen Valley Regional Sewer Authority" or "LPVRSAs."

In order for an application and agreement to be considered for approval by LPVRSAs it must be received no later than one week prior to the monthly authority meeting. The LPVRSAs monthly meetings are held on the first Thursday of every month at 6:00 p.m. at the Oaks Wastewater Treatment Plant.

DATE \_\_\_\_\_

LOWER PERKIOMEN VALLEY REGIONAL SEWER AUTHORITY  
CAPACITY ACCESS APPLICATION FORM

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

PROPERTY LOCATION \_\_\_\_\_

TAX PARCEL NUMBER \_\_\_\_\_ BLOCK \_\_\_\_\_ UNIT \_\_\_\_\_

TOWNSHIP/BOROUGH \_\_\_\_\_ ESTIMATED ACREAGE \_\_\_\_\_

**INTENDED USE**

**NUMBER OF EDUs**

<input type="checkbox"/> Residential	Number of Units/Lots	_____	_____
<input type="checkbox"/> Office	Square Footage	_____	_____
<input type="checkbox"/> Warehouse	Square Footage	_____	_____
<input type="checkbox"/> Retail Store	Square Footage	_____	_____
<input type="checkbox"/> Light Industrial	Square Footage	_____	_____
<input type="checkbox"/> Medium Industrial	Square Footage	_____	_____
<input type="checkbox"/> Laboratory	Square Footage	_____	_____
<input type="checkbox"/> Motel/Hotel	Number of Units	_____	_____
<input type="checkbox"/> Restaurant	Number of Seats	_____	_____
<input type="checkbox"/> Laundry	Number of Washers	_____	_____
<input type="checkbox"/> Hairdresser	Number of Chairs	_____	_____
<input type="checkbox"/> Bar/Cocktail Lounge	Number of Seats	_____	_____
<input type="checkbox"/> Other _____		_____	_____

TOTAL EDUs (EQUIVALENT DWELLING UNITS) \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

APPROXIMATE TIME OF DEVELOPMENT: \_\_\_ 2006 \_\_\_ 2007 \_\_\_ 2008 \_\_\_ 2009 \_\_\_ Future

PURCHASER SIGNATURE \_\_\_\_\_

**LPVRSa USE ONLY**

TOTAL COST \$ \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Agreement forwarded \_\_\_\_\_ Application # \_\_\_\_\_

CAPACITY RIGHTS AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the LOWER PERKIOMEN VALLEY REGIONAL SEWER AUTHORITY ("Authority"), with offices located at 5 River Road, P.O. Box 297 Oaks, PA 19456 and

\_\_\_\_\_, of \_\_\_\_\_,  
(Applicant) (Address)  
owner of the parcel identified as \_\_\_\_\_ in Application No. \_\_\_\_\_,  
(Tax Parcel No.)

The Applicant has applied to the Authority for the right to purchase sewer capacity pursuant to the Authority's Capacity Rights Program, in order to serve the parcel of land located within \_\_\_\_\_ as specifically described in Application Number \_\_\_\_\_  
(Township/Borough)  
which is made a part hereof; and

NOW, THEREFORE, the parties hereto, intending to be legally bound, agrees follows:

1. The Authority grants to the Applicant the right to \_\_\_\_\_ EDU(s) for the property located at

\_\_\_\_\_  
(Street Address)

in \_\_\_\_\_, Montgomery County, Pennsylvania.  
(Township/Borough)

If the applicant, after purchasing EDU(s), uses more than the EDUs purchased in this Agreement, the Applicant agrees to pay for additional EDUs at the then current rate. If additional EDUs are not available, the Applicant must immediately reduce its usage to comport with and confine its usage to the amount of EDUs purchased in accordance with this Agreement. The Authority shall have the right, at Applicant's expense, to require metering or other studies and investigations in order to assess and monitor the amount of EDUs used by the Applicant at its facility. If Applicant refuses to comply with the monitoring requirements or the investigative activities of the Authority or purchase the necessary additional EDUs in accordance with this paragraph, then the Applicant agrees to pay an additional \$350.00 per day to the Authority for each day of noncompliance until full compliance by Applicant with this paragraph is accomplished. The foregoing provision shall not exclude or limit any other remedies the Authority may have to enforce its rules, regulations or the provisions of this Agreement.

2. Simultaneously with the execution of this Agreement, Applicant shall pay the Authority the sum of \$ \_\_\_\_\_ in the form of a **certified bank check**, in exchange for said capacity rights as well as for the promises and terms set forth herein. In the event that additional EDUs must be purchased as is more fully set forth in Paragraph 1 above, Applicant agrees to immediately make payment for each additional EDU required by the Authority. Applicant agrees and acknowledges that the price for each additional EDU is

not fixed by this Agreement, nor is additional capacity guaranteed nor reserved until payment is received and an additional Capacity Rights Agreement is executed.

3. Applicant understands and acknowledges that at the current time the Authority has set aside and will not sell the EDUs reserved for Applicant. Applicant also acknowledges and waives any rights regarding intervening regulation, moratorium, or other items outside the Authority's control, which preclude or prohibit the use of the EDU(s). In the event the EDU(s) are not available at the time of building permits for the above reasons, Authority will return any funds that have been paid for said EDU(s) and this Agreement shall be null and void.
4. Applicant acknowledges that it is concurrently obligated to pay all sewer rental fees or other similar charges for the then current charge for wastewater treatment and operations. In addition to the purchase price paid hereunder, Applicant is responsible for any and all other application procedures, sewer construction, connection and inspection charges, periodic sewer rentals and costs of any necessary collection and transmission facilities, or any other charges imposed by the Authority or local municipality.
5. This Agreement incorporates herein by reference, and the parties agree to be bound by, all provisions of the Lower Perkiomen Valley Regional Sewer Authority Capacity Rights Program.
6. Any transfer or resale of the capacity rights is subject to the limitation of transfers and resales as set forth in the Capacity Rights Program.
7. The Authority has the unrestricted right to use all payments from Applicant for construction, capital expansion and additions, maintenance and/or operation.
8. All applications received by Authority under the Capacity Rights Program shall be treated on a first come, first served basis, based upon written application filed with the Authority, execution of this Agreement, payment for the capacity rights and acceptance by the Authority.
9. Applicant is not guaranteed and does not acquire any vested right in any zoning or land use approval of any kind whatsoever nor in the issuance of any permits, approvals or building permits for the property which is the subject of this Agreement.
10. Applicant's sale or transfer of the capacity rights purchased herein, or any portion thereof, to any person, partnership, corporation or entity, without the prior written approval of the Authority, shall in no way obligate the Authority or the applicable local municipality/authority to provide sewer capacity to the transferee or purchaser.
11. The additional capacity provision set forth in the Capacity Rights Program for flows in excess of capacity purchased under the Sewer Access Rights Program applies to all residential and non-residential uses.

12. In the event Applicant commences construction on the designated property, there can be no subsequent transfer of the capacity rights or refunds of monies paid hereunder, except in the Authority's sole discretion.
13. Applicant agrees that it will begin to pay user fees or rental charges immediately upon hook-up or within two (2) years of the date of this Agreement.
14. Applicant agrees that the purchase price is final and agreed upon between the parties; and the Authority agrees that it will not raise the rate for the purchase of the EDU(s) for Applicant during the purchase period. Applicant agrees that it will forbear from challenging, protesting, appealing or commencing suit upon the purchase price, and hereby waives its rights, if any, to do so, the purchase price being the final, agreed-to price. Applicant's waiver includes, but is not limited to, the Applicant's acknowledgement of the accuracy and legality of the Authority's current Act 203 of 1990 study. Applicant hereby releases, and forever discharges the Authority from all actions, causes of action, claims, suits, appeals, rights, damages, contracts and demands whatsoever in law or equity, especially those arising from the purchase price agreed to hereunder, the Authority's capacity rights fee as well as the Authority's current Act 203 of 1990 study, which against the Authority the Applicant ever had, now has, or which it (as well as its heirs, executors, administrators, successors and assigns) hereafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of this Agreement.
15. This Agreement and all of the obligations and terms set forth herein shall be binding upon the parties hereto, their heirs, successors and assigns.
16. As required by the context, the use of the singular shall be construed to include the plural and *vice versa*, and the use of any gender shall be construed to include all genders.
17. Applicant hereby declares that it has relied upon the legal advice of personally selected counsel and that while assisted by said counsel, it has completely read and fully understands all of the terms herein.
18. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.
19. This Agreement sets forth the entire understanding and agreement of the parties hereto with respect to the subject matter referred to herein (including reference to the Capacity Rights Program). There are no other terms, representations, understandings, or agreements, oral or otherwise, between the parties, except as herein expressly set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

**APPLICANT**

Print Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

**LOCAL MUNICIPAL SEWER  
AUTHORITY**

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

Attest: \_\_\_\_\_

**LOWER PERKIOMEN VALLEY  
REGIONAL SEWER AUTHORITY**

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

Attest: \_\_\_\_\_

Parcel # \_\_\_\_\_

Application No. \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF MONTGOMERY :

On this, the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the owner of \_\_\_\_\_, and that he/she as such owner, executed the foregoing instrument for the purposes therein contained by signing his/her name.

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

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

My Commission Expires:

**CAPACITY APPLICATION INSTRUCTIONS**  
**MUTIPLE EDUs**

1. Complete the attached "Capacity Access Application Form"
2. Forward the following to the Regional Authority for review:
  - a. Two (2) copies of the completed Sewerage Capacity Access Application Form.
  - b. Two (2) copies of the Municipality Approved Preliminary Plans addressing only:
    - 1) General Plan containing the: a) final topography, b) eight inch and larger sewer location, c) lateral location to service proposed buildings/residences, d) proposed roads and sanitary sewer easements shown.
    - 2) Plan and Profile of the sanitary sewers.
  - c. Two (2) copies of the Municipal Preliminary Plan approval letter or resolution.
  - d. Check in the amount of \$275 for the review of the plan, Planning Module/Planning Module Exemption review.
  - e. Signed Plan Review Agreement

If capacity is available in the regional treatment plant, the Authority engineer will release the Chapter 94 consistency letter/planning module for forwarding to DEP. **No** capacity allocated under a planning module/Chapter 94 letter will be considered guaranteed or reserved until LPVRSAs are paid in full for all EDU fees. Payment in full for all EDUs is due upon receipt of planning approval from DEP, and prior to the municipality releasing the final plan for recording. LPVRSAs will provide the municipality with a copy of the executed Capacity Rights Agreement as proof of payment in full for all EDU fees.

If the municipality in which your development is located is not able or willing to withhold the release of the final plan for recording until LPVRSAs are paid in full for all capacity authorized under the planning module or Chapter 94 consistency letter, the developer will have to pay for all EDU fees before the planning module/Chapter 94 letter is completed by LPVRSAs for release to DEP. In order to purchase capacity the developer must submit the following:

- f. **Three (3) signed copies of the "Capacity Rights Agreement".** The agreement should be **signed by the applicant and local authority before being submitted to the Regional Authority.** All information on the agreement **must be typed or printed legibly in black ink.** Please note that the signature of the applicant must be notarized (see page 5 of the agreement). In order for an **agreement** to be considered for approval by LPVRSAs, it must be received **no later than one week prior** to the monthly Regional Authority meeting. LPVRSAs meetings are held on the first Thursday of every month at 6:00 p.m. at the Oaks Wastewater Treatment Plant.
- g. A **certified bank check** in the amount of \$4,800 for each EDU required to be purchased. All checks to the Regional Sewer Authority must be made payable to: **"Lower Perkiomen Valley Regional Sewer Authority"**.

Please Note: For non-residential uses, the applicant shall provide at least 24 consecutive months of water consumption data to the Regional Authority for evaluation. Where no data is available, the Regional Authority will estimate the number of EDUs based upon similar facilities (in square feet and in type of use).

If the number of EDUs in the application and agreement are different than the calculation by the Authority Engineer, the applicant will be informed of the number of EDUS required to be purchased and any deficiencies in the information submitted for review. After any deficiencies are addressed satisfactorily, the applicant shall then submit a new application and agreement to both the local authority and LPVRSAs.

After the Regional Authority approves the agreement, the Engineer will issue the necessary Planning Module Approval and/or Exemption Post Card approval for certification of available capacity to service the project.

Rev.8.14.06

DATE \_\_\_\_\_

LOWER PERKIOMEN VALLEY REGIONAL SEWER AUTHORITY  
CAPACITY ACCESS APPLICATION FORM

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

PROPERTY LOCATION \_\_\_\_\_

TAX PARCEL NUMBER \_\_\_\_\_ BLOCK \_\_\_\_\_ UNIT \_\_\_\_\_

TOWNSHIP/BOROUGH \_\_\_\_\_ ESTIMATED ACREAGE \_\_\_\_\_

<u>INTENDED USE</u>		<u>NUMBER OF EDUs</u>	
<input type="checkbox"/> Residential	Number of Units/Lots	_____	_____
<input type="checkbox"/> Office	Square Footage	_____	_____
<input type="checkbox"/> Warehouse	Square Footage	_____	_____
<input type="checkbox"/> Retail Store	Square Footage	_____	_____
<input type="checkbox"/> Light Industrial	Square Footage	_____	_____
<input type="checkbox"/> Medium Industrial	Square Footage	_____	_____
<input type="checkbox"/> Laboratory	Square Footage	_____	_____
<input type="checkbox"/> Motel/Hotel	Number of Units	_____	_____
<input type="checkbox"/> Restaurant	Number of Seats	_____	_____
<input type="checkbox"/> Laundry	Number of Washers	_____	_____
<input type="checkbox"/> Hairdresser	Number of Chairs	_____	_____
<input type="checkbox"/> Bar/Cocktail Lounge	Number of Seats	_____	_____
<input type="checkbox"/> Other _____		_____	_____

TOTAL EDUs (EQUIVALENT DWELLING UNITS) \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

APPROXIMATE TIME OF DEVELOPMENT: \_\_\_2006\_\_\_2007\_\_\_2008\_\_\_2009\_\_\_Future

PURCHASER SIGNATURE \_\_\_\_\_

LPVRSa USE ONLY

TOTAL COST \$ \_\_\_\_\_

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Agreement forwarded \_\_\_\_\_ Application # \_\_\_\_\_

PLAN REVIEW AGREEMENT

Applicant/Developer: \_\_\_\_\_

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

Property Address (Municipality): \_\_\_\_\_

Applicant/Developer's Name and Address: \_\_\_\_\_

WHEREAS, Applicant/Developer has submitted to the Lower Perkiomen Valley Regional Sewer Authority for review a Plan which proposes service through the Lower Perkiomen Valley Regional Sewer Authority system; and

WHEREAS, said Plan must be reviewed by the Authority's professional staff and consultants; and

WHEREAS, Applicant/Developer acknowledges its responsibility to pay for the costs associated with such review.

NOW, THEREFORE, the parties hereto, in consideration of the preambles and undertakings thereof, and intending to be legally bound hereby, agree as follows:

1. Applicant/Developer agrees to be responsible for and will reimburse the Authority for all legal costs associated with the services rendered in connection with the above-referenced project, including, but not limited to, the Plan review, the preparation of documentation related thereto, and attendance at any meetings requested by the Applicant/Developer. In addition, the Applicant/Developer agrees to be responsible for and shall reimburse the Authority for all engineering and inspection fees incurred in the review process, including, but not limited to, all field inspections by the Authority Engineer.

2. Applicant/Developer hereby agrees that the fees paid under this Agreement shall be in addition to all of the subdivision and land development approval fees, construction permit fees and use and occupancy permit fees to be charged by the Municipality within which the project is located as well as in addition to all tapping fees and/or deposits paid relative to allocation of sewer capacity.

