

TULPEHOCKEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA

RESOLUTION NO. 2011- 4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF TULPEHOCKEN, BERKS COUNTY, PENNSYLVANIA, AMENDING THE RULES AND REGULATIONS GOVERNING WASTEWATER SERVICES IN TULPEHOCKEN TOWNSHIP SET FORTH IN RESOLUTION 2005-6, AS AMENDED, TO PROVIDE A PROCEDURE FOR THE PURCHASE OF SEWER CAPACITY

WHEREAS, pursuant to the Second Class Township Code, Article XXV, the Board of Supervisors may regulate the sanitary sewers; and

WHEREAS, the Board of Supervisors regulates sanitary sewers through the Rules and Regulations Governing Wastewater Services in Tulpehocken Township, Resolution No. 2005-6, as amended from time to time (Sewer Rules and Regulations); and

WHEREAS, the Board of Supervisors of Tulpehocken Township intends to clarify the procedures for the purchase of sewer capacity.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the Second Class Township Code, Article XXV and the Sewer Rules and Regulations, the Board of Supervisors of Tulpehocken Township, Berks County Pennsylvania, hereby amends the Sewer Rules and Regulations as follows:

SECTION 1. Section 6.1 entitled "Charges for Sanitary Sewage Service", is amended to add a new subsection 6.1.4 to read as follows:

6.1.4 Reservation of Capacity – Any owner of property, or developer recognized by the Township may be required to reserve sewer capacity by the Board of Supervisors pursuant to a written agreement acceptable to the Township Solicitor which provides for reservation of equivalent dwelling units, payment of tapping fees, payment of monthly user fees, permits and inspections, and any other sewer related policies, procedures or fees governed by the Sewer Rules and Regulations in the sample form provided for in Appendix B.

SECTION 2. Appendix B is amended to add a new Sample Sewer Capacity Agreement attached hereto.

FURTHER RESOLVED, that this Resolution shall take effect immediately, or as soon as legally permissible thereafter.

FURTHER RESOLVED, that if any provision, sentence, clause, section, or part of this Resolution shall for any reason be found to be unconstitutional, illegal or invalid, such

determination shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Resolution, and it is hereby declared to be the intent of the Board of Supervisors of Tulpehocken Township that this Resolution would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section, or part not been included herein.

FURTHER RESOLVED, that all Motions, Resolutions or parts of Resolutions inconsistent with this Resolution are hereby superseded.

IN WITNESS WHEREOF, the Board of Supervisors of Tulpehocken Township has adopted this Resolution in lawful session this 14 day of March, 2011.

BOARD OF SUPERVISORS OF
TULPEHOCKEN TOWNSHIP,
BERKS COUNTY, PENNSYLVANIA

By:

John C. Hartgering
Chairman

Bill Swartz
Member

Richard Kramer
Member

Attest:

Wally Boetz
Secretary

CERTIFICATE

I hereby certify that the foregoing is a true and accurate copy of a Resolution of the Board of Supervisors of TULPEHOCKEN TOWNSHIP, Berks County, Pennsylvania, which was fully adopted at a public meeting held pursuant to notice as required by law on the 14th day of March, 2011.

Wadey Becht
Secretary of Tulpehocken Township

Dated: March 14, 2011

**TULPEHOCKEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA
AGREEMENT FOR PURCHASE OF SEWER EDU'S**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made as of the _____ day of _____, 20__, by and between TULPEHOCKEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, a township of the second class organized and existing under the laws of the Commonwealth of Pennsylvania having its principal office at 22 Rehrersburg Road, P.O. Box 272, Rehrersburg, Pennsylvania, 19550-0272, hereinafter referred to as the "Township",

AND

_____ with a mailing address of _____
hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the Township owns and operates sanitary sewage collection systems and treatment plants in the Township (hereinafter "Sewer System"); and

WHEREAS, the Owner desires to obtain sewage treatment capacity in the Sewer System.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment to the Owner of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by the Owners and the Township each intending to be legally bound hereby, do hereby agree as follows:

1. Township hereby sells to Owner ___ () EDU's of sewage treatment capacity in the Township's Sewer System for use by the Owner for the property located at _____, Berks County, Pennsylvania (the "Property"). The Owner [intends to use the capacity for _____][submitted a Subdivision and Land Development Plan, Plan No. _____, dated _____, 20__, to Tulpehocken Township to construct _____ for a _____ use on the Property.
2. Owner shall immediately pay to the Township the sum of _____ and ___/100 Dollars (\$ _____) per EDU of sewer treatment capacity, a total of _____ and ___/100 Dollars (\$ _____) upon execution of this Agreement.
3. Owner agrees to abide by all current and future rules and regulations of the Township regarding discharge of sewage into the Township's Sewer System. This Agreement shall not be effective unless and until the said payment is delivered to the Township.

4. Owner agrees to pay all necessary permit and inspection fees to the Authority for the connections involving the building and proposed uses on the Property.

[OPTIONAL]

5. Owner further agrees to pay monthly sewer user fees for each EDU purchased to the Township upon execution of this Agreement at a rate of _____ and ___/100 Dollars (\$_____) per month totaling _____ and ___/100 Dollars (\$_____) per month for ___ () EDU's. The _____ and ___/100 Dollars (\$_____) per month sewer user fee for each EDU shall be paid to the Township each month. The monthly sewer user fee shall be determined by Resolution of the Township from time to time.

[OPTIONAL]

6. If at any time Owner does not wish to retain any or all of the ___ () EDU's or if after five (5) years from the date of this Agreement the EDU's are not in use by Owner, the EDU's shall be offered to the Township at the price per EDU for which they were purchased pursuant to this Agreement. The Township has no obligation to purchase said EDU's.

7. This Agreement shall be binding upon the parties hereto their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Witness by:

TULPEHOCKEN TOWNSHIP,
BERKS COUNTY, PENNSYLVANIA

Attest: _____
Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

OWNER: _____

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this _____ day of _____, 20__, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared _____ who acknowledged himself to be the Chairman of the Board of Supervisors of Tulpehocken Township, and that he as such officer being authorized to do so, executed the same for the purposes therein contained by signing the name of the Township by himself as Chairman.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF BERKS :

On this, the _____ day of _____, 20__, before me, a Notary Public residing in the County and Commonwealth aforesaid, the undersigned officer, personally appeared _____ who acknowledged her/himself to be the _____ of _____, and that he/she as such officer being authorized to do so, executed the same for the purposes therein contained by signing the name of _____ by himself/herself as _____.

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

Notary Public