

Prepared by and Return To: Mark A. Hosterman, Esquire
Wisler, Pearlstine, Talone, Craig, Garrity & Potash
Office Court at Walton Point
484 Norristown Road
Suite 100
Blue Bell, PA 19422

Parcel No. 67-00-02135-003; 67-00-02135-102

SANITARY SEWER LINE RECAPTURE AND REIMBURSEMENT AGREEMENT

SANITARY SEWER LINE RECAPTURE AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT made this 9th day of September, 2008 by and among the **WORCESTER TOWNSHIP**, 1721 Valley Forge Road, Worcester, Montgomery County, Pennsylvania 19490 (hereinafter referred to as "Township"), and **M.J.E BUILDERS, INC.**, 920 South Broad Street, Lansdale, Pennsylvania 19446 (hereinafter referred to as "Owner/Developer").

BACKGROUND

A. Owner/Developer is the owner of a certain tract of ground comprising 9.9 acres, more or less, located on Meadow Lane in Worcester Township, Montgomery County, Pennsylvania, which entire tract is identified as Tax Parcel Nos. 67-00-02135-003 and 67-00-02135-102 and are more fully described in the legal descriptions attached hereto, made a part hereof and marked as Exhibit "A" (hereinafter referred to as the "Tract").

B. By agreement dated 9/9/08, 2008 (hereinafter referred to as the "Development Agreement"), Owner/Developer agreed to develop the Tract aforesaid in accordance with certain final plans of land development, as shown on the plans prepared by Woodrow & Associates, Inc., being plans dated February 4, 2005 with a last revision date of June 17, 2008 consisting of some eighteen (18) sheets (all of which are collectively referred to hereinafter as the "Plans"), which set forth the proposed subdivision and development of the Tract into four (4) lots each containing one single family dwelling (hereinafter referred to as the "Development").

C. The Agreement, as well as the Plans, provide for the construction of sanitary sewer facilities, at Owner/Developer's sole cost and expense, with capacity to transport considerably more sanitary sewage effluent than would be necessary solely for the Development.

D. Because such excess transportation capacity will become the property of the Township upon dedication of certain improvements constructed by Owner/Developer, as more particularly described and set forth in the Development Agreement, Owner/Developer is entitled to reimbursement for the cost of constructing such excess capacity (over and above the capacity needed strictly for the single family dwellings in the Development) under both the Pennsylvania Municipalities Planning Code (hereinafter the "MPC") and the Pennsylvania Municipalities Authorities Act (hereinafter the "MAA").

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **IMPOSITION OF TAPPING FEES; AGREEMENT TO REIMBURSE.** Prior to the time the Township allows connections to any part of the sanitary sewer facilities constructed by Owner/Developer by users other than the single family dwellings constructed as part of the Development, the Township shall charge a tapping fee to each such user to the extent permitted by law. Regardless of such other amounts as may be charged by the Township itself within such tapping fee, such tapping fee shall specifically include a "Reimbursement Component" as defined and provided for in the MAA, at 53 P.S. §306(t)(D). The total reimbursement to which Owner/Developer shall be entitled shall be determined as set forth in the MAA, at 53 P.S. §306(z.1), and as further defined by this Agreement. From such Reimbursement Component, the Township shall be entitled to deduct five percent (5%) thereof for administrative expenses for calculating, collecting, monitoring and disbursing the reimbursement payment. Township shall notify Owner/Developer by certified mail, to Owner/Developer's last-known address, within thirty (30) days of the Township's receipt of any

reimbursement payment. In the event that Owner/Developer does not claim any such reimbursement payment within one hundred twenty (120) days of the mailing of the notice from the Township, the payment shall revert to and become the sole property of the Township with no further obligation on the part of the Township to refund payment to Owner/Developer.

2. **COMPUTATION OF REIMBURSEMENT AMOUNT.** Upon construction, completion and certification of the sanitary sewer facilities and the Development, Owner/Developer shall provide to the Township and its engineer an itemization of the total cost of the reimbursable work which shall specifically include all costs for which reimbursement is permitted under either the MPC or the MAA. The entire reimbursable cost shall be certified by the Township Engineer and shall become the amount subject to reimbursement under the terms of this Agreement.

3. **CALCULATION OF REIMBURSEMENT COMPONENT FROM TOTAL AMOUNT REIMBURSABLE.** The Township Engineer shall reasonably calculate the total number of EDUs that might ultimately utilize any portion of the sanitary sewer facilities constructed by Owner/Developer for use by the Development (and for which capacity reasonably exists within the sanitary sewer facilities) including the four EDUs to be developed within the Development. Such total number of EDUs shall be divided into the total reimbursable amount as certified by the Township Engineer. Consistent with the provisions of the MPC and the MAA no Reimbursement Component shall be charged to the four EDUs which comprise the Development. Similarly, no Reimbursement Component shall be payable to Owner/Developer for such EDUs.

4. **TERM OF THE TOWNSHIP'S REIMBURSEMENT OBLIGATION.** The Township's reimbursement obligation shall apply to all connections made by any users other

than the Development from the date hereof until the expiration of ten (10) years following the date of dedication of the Development and the sanitary sewer facilities or such longer period as may subsequently be required by law.

5. **SOURCE OF REIMBURSEMENT; ENFORCEMENT.** Reimbursement of Owner/Developer by Township shall be made subject to the procedure described in Paragraphs 1 through 4 above and only from amounts actually collected by the Township from the connecting property owners and shall be made within thirty (30) days from Township's receipt of the tapping fee. Township agrees to take all steps necessary, including without limitation, adoption of appropriate ordinances and resolutions and institution of legal proceedings, to collect such tapping fees and the Reimbursement Component.

6. **BINDING.** This Agreement shall be binding upon and extend to the benefit of the parties, their successors and assigns.

7. **NOTICES.** All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

If to the **Township**, addressed to:

Worcester Township
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

With a copy to:

James J. Garrity, Esquire
Wisler, Pearlstine, Talone, Craig, Garrity & Potash, LLP
484 Norristown Road
Blue Bell, PA 19422

If to the **Owner/Developer**, addressed to:

Michael J. Evans
M.J.E. Builders, Inc.
920 South Broad Street
Lansdale, PA 19446

IN WITNESS WHEREOF, Township and Owner/Developer have caused this Agreement to be duly executed the day and year first above written.

TOWNSHIP:
WORCESTER TOWNSHIP

By:



John R. Harris, Chairman
Board of Supervisors

Attest:



Arthur H. Bustard, Secretary

OWNER / DEVELOPER:
M.J.E. BUILDERS, INC.

By:



Michael J. Evans

Attest:

WORCESTER TOWNSHIP
MJE BUILDERS - MEADOW LANE
REF: # 7383
ESCROW FILE
DATE:

ITEM	UNIT	QTY	UNIT COST	TOTAL	QTY THIS RELEASE	QTY REL TO DATE	\$ THIS RELEASE	\$ RELEASED TO DATE	BALANCE
A. STORM SEWER									
1. 24"x38" ERCP	LF	112	\$103.00	\$11,536.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,536.00
2. 15" ADS	LF	225	\$25.00	\$5,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,625.00
3. 18" ADS	LF	104	\$27.00	\$2,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,808.00
4. 18" Perforated ADS	LF	542	\$27.04	\$14,655.68	\$0.00	\$0.00	\$0.00	\$0.00	\$14,655.68
5. Type M Inlet	EA	9	\$1,544.00	\$13,896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,896.00
6. Type M Double Inlet	EA	1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
7. 15" DW Endwall	EA	1	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00
8. Twin 24"x38" DW Endwall	EA	2	\$5,932.00	\$11,864.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,864.00
9. Stone B/F	TN	420	\$17.00	\$7,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,140.00
10. Geo Fabric	SY	1084	\$1.50	\$1,626.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,626.00
11. Seepage Pits (complete)	EA	4	\$3,500.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,000.00
B. E & S CONTROLS									
1. Tire Cleaner (site)	EA	1	\$4,523.00	\$4,523.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,523.00
2. Tire Cleaner (lot)	EA	4	\$1,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
3. Silt Fence	LF	500	\$2.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
4. Tree Protection Fence	LF	350	\$2.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00
5. Rock Filters	EA	5	\$450.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00
6. Inlet Filters	EA	10	\$110.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.00
7. Swale Matting	SY	4900	\$1.50	\$7,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,350.00
8. Temporary Seed	LS	1	\$2,138.00	\$2,138.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,138.00
9. Maintenance of E & S	LS	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
C. SITE IMPROVEMENTS									
1. Earthwork	LS	1	\$31,088.00	\$31,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,088.00
2. 2" Wearing Course	SY	3905	\$7.50	\$29,287.50	\$0.00	\$0.00	\$0.00	\$0.00	\$29,287.50
3. Clean & Tack	SY	3905	\$0.50	\$1,952.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,952.50
4. 4" BCBC	SY	3905	\$16.00	\$62,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,480.00
5. 6" Subbase	SY	3905	\$6.00	\$23,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,430.00
6. Timber Guide Rail	LF	50	\$50.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
7. Retaining Wall	LF	150	\$55.00	\$8,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,250.00