



MONTGOMERY COUNTY SEWER AUTHORITY

**COURT HOUSE
NORRISTOWN, PENNSYLVANIA
19404**

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April 11, 1989

Mr. Edward A. Postell
2114 Store Rd.
P.O. Box 346
Skippack, PA 19474

Re: Capacity Rights Agreement
Store Rd. & Township Line
Parcel #510003691002
EDU (s) 1 275 Gallons

Dear Mr. Postell,

Please be advised that this office has reviewed your application, under the Authority's Capacity Rights Program, dated 4/7/89 and have determined your application to be sufficient.

Enclosed please find two Capacity Rights Agreements for execution by you. Once the Agreement has been executed and the appropriate certified bank check in the amount of \$4,500.00 is received by this office you will be entered on to the priority list for capacity in Skippack Township.

Your agreement will then be presented to the Montgomery County Sewer Authority at their next scheduled meeting. Upon execution of the agreement by the Authority we will forward to you a fully executed copy.

We look forward to receiving your executed agreement in the near future.

Sincerely,


Donald Silverson
Executive Director, MCSA

DS/pam

DATE April 7, 1989

RECEIVED
FBI

MCSA
CAPACITY ACCESS APPLICATION FORM

APR 10 8 52 AM '89
NAME Edward A. Postell
ADDRESS 2114 STORE ROAD - P.O. Box 346
CITY Sk. Pock STATE Pa ZIP 19074
PHONE () (Office) (215) 584-4036 (Home)

PROPERTY LOCATION SOUTH EAST Corner of Store Rd +
Townshipline Ros.

TAX PARCEL # 510003691002 BLOCK 008 UNIT 022
ESTIMATED ACREAGE 1.5

INTENDED USE
☒ RESIDENTIAL No. of Units 1 MOTEL/HOTEL
OFFICE Square Footage RESTAURANT
WAREHOUSE Square Footage LAUNDRY
RETAIL STORE Square Footage HAIR DRESSER
LIGHT INDUSTRIAL BAR/COCKTAIL
MEDIUM INDUSTRIAL LABORATORY OTHER

OTHER NO. OF WORKING DAYS

DESCRIPTION One Family Dwelling

APPROXIMATE TIME OF DEVELOPMENT 1987 1988 ☒ 1989 FUTURE

GALLONS TO BE PURCHASED 1 EDU

TOTAL COST \$ 4500.00 RESERVING 275 GALLONS

PURCHASER SIGNATURE Edward A. Postell

MCSA USE ONLY

Reviewed by [Signature] Date April 11/89

Agreement forwarded [Signature] Date 87-4-015

6. The Authority has the unrestricted right to use all payments from applicant under the Capacity Rights Program for construction, capital expansion and additions, maintenance and/or operation.
7. All applications received by Authority under the Capacity Rights program shall be treated on a first come, first serve basis, based upon written application filed with the Authority, execution of this Agreement, and payment for the Capacity Right and acceptance by the Authority.
8. In addition to the Rights fee being paid hereunder, applicant is responsible for any and all other sewer construction, connection and inspection charges and quarterly sewer rentals and costs of any necessary collection and transmission facilities, or any other charges imposed by the MCSA or local municipality.
9. Applicant is not guaranteed and does not acquire any vested right in any zoning or land use approval of any kind or in the issuance of any permits or approvals or building permits for the property which is the subject of this Agreement.
10. Applicants sale or transfer of the Capacity Rights as set forther herein to any other peron, firm, corporation or entity, without the prior approval of the Authority, shall in no way obligate the Authority or local municipality to provide sewer capacity to the transferee or purchaser.
11. The additional capacity provision set forth in the Rights Program, for flows in excess of capacity purchased under the Sewer Access Rights Program applies to all non-residential uses.
12. In the event applicant commences construction on the designated property, there can be no subsequent transfers of the Capcaity Rights or refunds of monies paid hereunder.
13. Any transfer or sale of the Rights can only be made through and with the Authority and, only in the event that the Authority has available a purchaser for said Capacity Rights.
14. This Agreement and this obligation shall be binding upon the parties hereto, their heirs, successors and assigns.

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

Montgomery County Sewer Authority

Attest: _____

By: _____

Applicant

Attest: _____

By: _____

AGREEMENT
CAPACITY RIGHTS

THIS AGREEMENT, entered into this day of MAY, 1989, between the Montgomery County Sewer Authority, with offices located at the Court House, Norristown, PA 19404

and EDWARD A. POSTELL
of PO Box 346 Skippack R 19474, owner of the parcel
identified as #5100 0369 1002, on
Application No. 87-4-015 (the "Applicant").

Applicant has applied to Authority for the right to sewer capacity pursuant to the Authority's Capacity Rights Program, in order to serve the parcel of land located within Township/Borough as specifically described in Application No. 87-4-015 which is made a part hereof; and

As a condition precedent to applicant's receipt of sewer flows under the Authority's Capacity Rights Program, the Applicant agrees to execute and be bound by the terms and provisions hereof.

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

1. The Authority grants to Applicant the right to capacity, for 1 E.D.U.'s (275 gallons) for the property located at SE Corner of Ste Co Township Skippack Montgomery County, Pennsylvania. This right to sewer capacity will be available upon completion of the Oaks expansion, which is projected for mid 1988.
2. Simultaneously with the execution of their Agreement, Applicant shall pay the Authority the sum of \$ 4500.00 for said Capacity Rights. Said Payment shall be in the form of certified bank check. In the event that this does not represent the full payment for the EDUs as set forth in Paragraph 1, above, but agrees and make payments in multiples of 10 EDUs, but agrees and understands that the price for those EDUs are not fixed, nor is the capacity guaranteed nor reserved without payment.
3. Applicant shall also pay the MONTGOMERY COUNTY SEWER AUTHORITY RENTAL FEE - the then current charge for wastewater treatment as set forth by MCSA.
4. This Agreement incorporates by reference and the parties shall be bound by all provisions of the MCSA Capacity Rights Program.
5. Any transfer or resale of the Capacity Rights set forth herein is subject to the limitation of transfers and resales as set forth in the MCSA Capacity Rights Program.