

**LANDIS SEWERAGE AUTHORITY
CITY OF VINELAND, CUMBERLAND COUNTY
NEW JERSEY**

PROCEDURES AND ALLOCATION MANUAL

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LANDIS SEWERAGE AUTHORITY PROCEDURES AND ALLOCATION MANUAL

I. PURPOSE OF MANUAL

This procedures manual is intended for use by the Landis Sewerage Authority (LSA) staff, administrators, officers and their agents, to provide reference to a concise position of the Authority regarding situations which may occur within the service area. This manual has been prepared in conjunction with the existing Landis Sewerage Authority's Rules and Regulations and Allocation Policy.

Throughout this manual the following definitions shall apply:

- LSA or the Authority shall mean the Landis Sewerage Authority.
- Owner shall mean property owner and shall be used with reference to residential and commercial, individual or corporation.
- Customer means owners and in the case of non-owners, have a written agreement or other notice on file with the Authority, that the non-owner will be responsible for the service charge.
- Legal Counsel shall mean an Attorney hired by LSA to provide services on their behalf.
- Engineer shall mean LSA staff engineers and/or Consulting Engineer hired by LSA to act on their behalf.

NOTICE: This document is meant to provide guidelines and standards for the determination of allocation and billing. Final determination is subject to approval by the Commissioners of the Landis Sewerage Authority.

LANDIS SEWERAGE AUTHORITY
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II. CUSTOMER USER CLASSIFICATIONS

A) **Residential**

Sewer user classifications considered residential include:

- Code 10 - Residence, private, single family attached or detached.
Charge for each.
- Code 11 - Multi-family dwellings and apartment buildings.
Charge per unit.
- Code 12 - Rooming House, renting furnished or unfurnished rooms.
Charge each-plus each room available for rent.
- Code 13 - Mobile Homes
Charge for each.
- Code 14 - Residential Low Pressure Pumping System (LPPS)
Charge for each.
- Code 15 - Residential Gold Star Family (10% reduction of applicable rate)
Charge for each.

Additional charges which apply to Code 10, 11, 12, 13, 14 and 15 include domestic garbage disposal. Charge per disposal unit per dwelling unit.

B) **Commercial**

Sewer user classifications considered commercial include:

- Code 20 - Offices-Non Medical.
Charge per unit with one (1) employee.
Additional charge per 10 employee block.
- Code 22 - Offices-Medical.
Charge per unit with one (1) employee.
Additional charge per 3 employee block.

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II. CUSTOMER USER CLASSIFICATIONS

Code 24 - Trade, farm, business or any adjunct of same not otherwise provided for.
Charge per unit with one (1) employee.
Additional charge per 10 employee block.

B) Commercial (continued)

Code 26 - Warehouse
Charge per unit with one employee.
Additional charge per 15 employee block.

Code 27 - Empty Building
Charge per unit.

Code 28 - Supermarket – (Requires at least 10 employees otherwise charge as Code 24)
Charge per unit.
Additional charge per 5 employee block.

Code 30 - Fish Market.
Charge per unit with one (1) employee.
Additional charge per 5 employee block.

Code 32 - Butcher Shop.
Charge per unit with one (1) employee.
Additional charge per 5 employee block.

Code 34 - Vegetable Store.
Charge per unit with one (1) employee.
Additional charge per 5 employee block.

Code 36 - Department Store - Retail - 10+ employees. (Same as code 28)
Charge per unit with one (1) employee
Additional charge per 10 employee block.

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II. CUSTOMER USER CLASSIFICATIONS

Code 40 - Diner/Restaurant.*
Charge per seat and a base of \$250.

Code 42 - Pizzeria/Ice Cream*
Charge per seat and a base of \$250.

B) Commercial (continued)

Code 43 - Takeout Food.
Charge per unit with one (1) employee.

Additional charge per 3 employee block.

Code 44 - Bar/Tavern.*
Charge per seat and a base of \$244.

Code 46 - Gasoline Service Station.
Charge per unit.
Additional charge per 6 bay block.

Code 48 - Beauty Parlor.
Charge per unit with one (1) employee.
Additional charge per 2 employee block.

Code 50 - Laundromats.
Charge per machine.

Code 52 - Factories.
Charge per unit with one (1) employee..
Additional charge per 15 employee block.

Code 54 - Motels.
Charge per room.

**If not connected to available sewer (IV.H) a base rate of Code 24 will apply.*

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II. CUSTOMER USER CLASSIFICATIONS

Code 56 - Theatres, roller rink, ice skating rink, tennis club or similar.
Charge per unit.
Additional charge per 100 seat block.**

Code 57 - Bowling Alleys. *
Charge per lane.

B) Commercial (continued)

Code 58 - Funeral Homes.
Charge per unit.
Additional charge per 0.5 employee block.

Code 80 - Car Wash.
Charge per million gallons-metered (minimal charge).

Code 81 - Commercial Laundries.
Charge per million gallons-metered.

Code 82 - Industrial Users.
Charge per million gallons-metered.
Additional charge for High Strength Surcharge.

Code 83 - Slaughter Houses.
Charge per million gallons-metered (minimum charge).
Additional charge for High Strength Surcharge.

Code 86 - Backwash and Condensate
Charge per unit.

**If not connected to available sewer (IV,H) a base rate of Code 24 will apply.*

***These blocks are based upon capacity, calculated from maximum floor area allowances per occupant.*

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II. CUSTOMER USER CLASSIFICATIONS

C) **Others**

Sewer user classifications considered other include:

- Code 60 - Lodges, clubs, meeting halls, religious or charitable auxiliary organizations.*
Charge per unit.
Additional charge per capacity of 200 seat block.
- Code 62 - Clubs with bar. *
Charge per unit.
Additional charge per capacity of 80 seat block.
- Code 70 - Elementary School. (Including Day Care facilities)
Charge per 15 pupil/employee block.

C) **Others (continued)**

- Code 71 - Middle & High School. (Including Adult Training or Educational Facilities)
Charge per 9 pupil/employee block.
- Code 72 - Places of Worship - exclusive of worship schools and residences.
Charge per unit.
- Code 74 - Municipal Building.
Charge per unit with one (1) employee.
Additional charge per 10 employee block.
- Code 84 - Hospitals and Institutions.
Charge per million gallons-metered.

**If not connected to available sewer (IV,H), a base rate of Code 24 will apply.*

LANDIS SEWERAGE AUTHORITY
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III. METHOD OF DETERMINATION OF CHARGES

The following provides a concise method of determination of total annual charges for each LSA user classification.

A. Residential

1. Code 10 - Residence, private, single family attached or detached

| | |
|-------------------------------------|-------|
| __ units at \$416 per unit = | _____ |
| __ garbage disposals at \$84 each = | _____ |
| Total Charges per year | _____ |

2. Code 11 - Multi-family dwellings and apartment buildings

| | |
|---|-------|
| __ 1-2 BR units at \$384 per unit = | _____ |
| __ 3 BR and up at \$416 per unit = | _____ |
| __ garbage disposals at \$77 or \$84 each = | _____ |
| Total Charges per year | _____ |

3. Code 12 - Rooming House, renting furnished or unfurnished rooms

| | |
|--|-------|
| __ units at \$416 per unit = | _____ |
| __ rooms available for rental at \$68 each | _____ |
| __ garbage disposals at 20% of total annual rate | _____ |
| Total Charges per year | _____ |

4. Code 13 - Mobile Homes

| | |
|---|-------|
| __ 1-2 BR units at \$374 per unit = | _____ |
| __ 3 BR and up at \$416 per unit = | _____ |
| __ garbage disposals at \$75 or \$84 each = | _____ |
| Total Charges per year | _____ |

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III. METHOD OF DETERMINATION OF CHARGES

A. Residential (Continued)

5. Code 14 - Residential LPPS

| | | |
|--------------------------------------|-------|---|
| __ units @ \$514 per unit | _____ | - |
| __ garbage disposals @ \$102.80 each | _____ | |
| Total Charges per year | _____ | |

6. Residential Gold Star Family

| | | |
|----------------------------------|-------|---|
| __ units @ \$375 per unit | _____ | - |
| __ garbage disposals @ \$75 each | _____ | |
| Total Charges per year | _____ | |

B. Commercial Non-Residential

1. Code 20 - Offices - Non-medical

| | |
|---|-------|
| __ units at \$282 per unit (rate includes 1 employee) = | _____ |
| __ additional employee blocks at \$416 each | _____ |
| (LSA rate - 10 employees per block) | |
| Total Charges per year | _____ |

2. Code 22 - Offices - Medical

| | |
|---|-------|
| __ units at \$282 per unit (rate includes 1 employee) = | _____ |
| __ additional employee blocks at \$416 each | _____ |
| (LSA rate - 3 employees per block) | |
| Total Charges per year | _____ |

3. Code 24 - Trade, farm business or any adjunct of same
not otherwise provided for

| | |
|---|-------|
| __ units at \$282 per unit (rate includes 1 employee) = | _____ |
| __ additional employee blocks at \$416 each | _____ |
| (LSA rate - 10 employees per block) | |
| Total Charges per year | _____ |

LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL

III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

- 4. Code 26 - Warehouses
 __ units at \$282 per unit (rate includes 1 employee) = _____
 __ additional employee blocks at \$416 each _____
 (LSA rate - 15 employees per block)
 Total Charges per year _____

- 5. Code 27 - Empty Building
 __ units at \$396 per building = _____

 Total Charges per year _____

- 6. Code 28 - Supermarket
 __ units at \$2,212 per unit (rate includes 1 employee) = _____
 __ additional employee blocks at \$416 each _____
 (LSA rate - 5 employees per block)
 __ garbage disposal at 20% of total annual rate _____

 Total Charges per year _____

- 7. Code 30 - Fish Market
 __ units at \$1,110 per unit (rate includes 1 employee) = _____
 __ additional employee blocks at \$416 each _____
 (LSA rate - 5 employees per block)
 __ garbage disposal at 20% of total annual rate _____

 Total Charges per year _____

- 8. Code 32 - Butcher Shop
 __ units at \$552 per unit (rate includes 1 employee) = _____
 __ additional employee blocks at \$416 each _____
 (LSA rate - 5 employees per block)
 __ garbage disposal at 20% of total annual rate _____

 Total Charges per year _____

**LANDIS SEWERAGE AUTHORITY
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III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

9. Code 34 - Vegetable Store
 ___ units at \$552 per unit (rate includes 1 employee) = _____
 ___ additional employee blocks at \$416 each _____
 (LSA rate - 5 employees per block)
 ___ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

10. Code 36 - Department Store
 ___ units at \$282 per unit (rate includes 1 employee) = _____
 ___ additional employee blocks at \$416 each _____
 (LSA rate - 10 employees per block)
 ___ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

11. Code 40 - Diners/Restaurant*
 ___ seats at \$23.50 per seat and a base of \$282 = _____
 ___ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

12. Code 42 - Pizzeria/Ice Cream*
 ___ seats at \$13.30 per seat and a base of \$282 = _____
 ___ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

*If not connected to available public sewer (IV.H) a base rate of Code 24 will apply.

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III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

13. Code 43 - Takeout Food
__ units at \$282 per unit (rate includes 1 employee) = _____
__ additional employee blocks at \$416 each _____
 (LSA rate - 3 employees per block)
__ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

14. Code 44 - Bar/Tavern*
__ seats at \$23.50 per seat and a base of \$282 = _____
__ garbage disposal at 20% of total annual rate _____

Total Charges per year _____

15. Code 46 - Gas Service Stations
__ units at \$282 per unit (rate includes 1 employee) = _____
__ additional blocks at \$416 each _____
 (LSA rate - 6 service bays per block)

Total Charges per year _____

16. Code 48 - Beauty Parlor
__ units at \$282 per unit (rate includes 1 employee) = _____
__ additional employee blocks at \$416 each _____
 (LSA rate - 2 employees per block)

Total Charges per year _____

17. Code 50 - Laundromat
__ machines at \$292 per machine = _____

Total Charges per year _____

**If not connected to available public sewer (IV.H) a base rate of Code 24 will apply.*

LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL

III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

| | | |
|-----|---|-------|
| 18. | Code 52 - Factories | |
| | __ units at 282 per unit (rate includes 1 employee) = | _____ |
| | __ additional employee blocks at \$416 each | _____ |
| | (LSA rate - 15 employees per block) | |
| | Total Charges per year | _____ |
| | | |
| 19. | Code 54 - Motels | |
| | __ rooms at \$208 per room = | _____ |
| | Total Charges per year | _____ |
| | | |
| 20. | Code 56 - Theatres, Etc. | |
| | __ units at \$282 per unit = | _____ |
| | __ additional seat blocks or every capacity | _____ |
| | block at \$416 each | _____ |
| | (LSA rate - 100 seats per block) | |
| | Total Charges per year | _____ |
| | | |
| 21. | Code 57 - Bowling Alleys | |
| | __ Units at \$282 per unit = | _____ |
| | __ lanes at \$29.90 per lane = | _____ |
| | Total Charges per year | _____ |
| | | |
| 22. | Code 58 - Funeral Homes | |
| | __ units at \$282 per unit = | _____ |
| | __ additional employee blocks at \$416 each | _____ |
| | (LSA rate - 0.5 employees per block) | |
| | Total Charges per year | _____ |

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III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

23. Code 60 - Lodges*
- ___ units at \$282 per unit = _____
- ___ additional seat or capacity blocks at \$416 each _____
(LSA rate - 200 seats per block)
- ___ garbage disposal at 20% of total annual rate _____
- Total Charges per year _____
24. Code 62 - Clubs With Bar*
- ___ units at \$282 per unit = _____
- ___ additional seat or capacity blocks at \$416 each _____
(LSA rate - 80 seats per block)
- ___ garbage disposal at 20% of total annual rate _____
- Total Charges per year _____
25. Code 70 - Elementary Schools (Including Day Care facilities)
- ___ units at \$282 per unit = _____
- ___ pupil blocks at \$416 per block = _____
(LSA rate 15 employees and pupils per block)
- Total Charges per year _____
26. Code 71 - Middle & High Schools
(Including Adult Training or Educational facilities).
- ___ units at \$282 per unit = _____
- ___ pupil blocks at \$416 per block = _____
(LSA rate 9 employees and pupils per block)
- Total Charges per year _____

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III. METHOD OF DETERMINATION OF CHARGES

B. Commercial Non-Residential (continued)

27. Code 72 – Places of Worship
__ units at \$416 per unit = _____
__ garbage disposals at \$86 _____
Total Charges per year _____

28. Code 74 - Municipal
__ units at \$282 per unit = _____
__ additional employee blocks at \$416 each _____
(LSA rate - 10 employees per block)
Total Charges per year _____

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III. METHOD OF DETERMINATION OF CHARGES

C. Metered Flow Based Customers

1. Code 80 - Car Washes
___ million gallons per day (MGD) at \$3,100 per MGD = _____

Total Charges per year _____

2. Code 81 - Commercial Laundry
___ million gallons per day (MGD) at \$3,100 per MGD = _____

Total Charges per year _____

3. Code 82 - Industrial
___ million gallons per day (MGD) at \$3,100 per MGD = _____
___ High Strength Surcharge = _____

Total Charges per year _____

4. Code 83 - Slaughter Houses
___ million gallons per day (MGD) at \$3,100 per MGD = _____
___ High Strength Surcharge = _____

Total Charges per year _____

5. Code 84 - Hospitals/Institutions
___ million gallons per day (MGD) at \$3,100 per MGD = _____

Total Charges per year _____

6. Code 86 – Backwash and Condensate
___ units at \$416 per unit = _____

Total Charges per year _____

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IV. POLICY RELATING TO ALL USERS

- A) Billing
- B) Checks Returned
- C) Bill in Dispute
- D) Partial Period Billing
- E) Allocation Fees
- F) Change of Use/Reduction in Allocation
- G) Back Billing
- H) Refunds
- I) Public Sewer Service Not Used
- J) Handling Customer Complaints/Requests
- K) Hardships
- L) Flow Based Charges
- M) Transfer of Accounts - New Owner
- N) Interest on Service Charges, Liens, Enforcement
- O) Plumbing Fixtures Below Ground Level
- P) Grease-related Blockages
- Q) Illicit Connections
- R) Petition Policy for Sewer Connection

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IV. POLICY RELATING TO ALL USERS

A) **Billing**

The property owner is ultimately responsible for all outstanding debts due to the LSA. A lien can be applied against subject property if a bill is left outstanding. Accordingly, all LSA bills will be sent to the property owner, their agent or tenant, if directed by Owner in writing.

The LSA bill shall provide a breakdown of the various components of the user fee. It is the responsibility of the owner to examine and understand all charges being assessed for LSA sewer services. If there are questions concerning the assessment of user fees the LSA will assist the owner in understanding the charges, billing, and appropriate procedures necessary to resolve the complaint.

The LSA bills its customers/users in advance in accordance with N.J.S.A. 40:14A-8, every six (6) months.

The owner of a commercial building will receive a separate bill for each unit, as type of business and number of additional fixtures (employees, etc.) may vary from office to office.

B) **Checks Returned**

All checks returned will be charged a \$20.00 handling fee. In addition, if the outstanding bill has gone beyond the due date interest charges will be applied until the account is brought up to date.

C) **Bill in Dispute**

Decisions shall be based upon stated LSA policies wherever possible in order to promote the Authority's desire to treat all customers in a fair and equitable manner. The LSA Executive Director shall be authorized to respond to and resolve customer complaints where decisions are based upon stated LSA policies as outlined in this procedures manual.

Where resolution of customer complaints requires consideration of issues beyond the scope of stated LSA policy, the matter shall be referred to the Allocation Committee for possible Board action.

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IV. POLICY RELATING TO ALL USERS

D) Partial Period Billing

If a new account or a previously vacant unit or units come on line during a billing period, such as evidenced by a Certificate of Occupancy or temporary certificate of occupancy, or evidenced by inspection by Authority Personnel, during a billing period a pro-rated charge for the remainder of that period will be applied. When a service is discontinued or modified adjusted charges will commence with the current billing period.

E) Allocation Fees

Allocation fees shall be charged to all new sewer users who have made, or propose to make, a connection to the LSA system. The allocation fee will apply for each unit connected and will be at the prevailing rate as set forth by LSA.

Large volume commercial users will be charged an allocation fee based upon equivalent dwelling units (EDU). EDU is determined by average daily flow divided by 300 GPD (NJDEP flow for single family residential). Each EDU is equal to one (1) block.

Additional units created within existing sewer serviced structures which utilize a common existing connection will be charged an allocation fee.

The Landis Sewerage Authority reserves the right to monitor the flow by obtaining City of Vineland Water Utility meter records for one (1) year after facilities are completed to determine that allocation requested and received is consistent with allocation being utilized. The LSA reserves the right to adjust the allocation by requesting additional allocation fees in the event that a higher gallonage amount is discharged on a per day basis as compared to what was previously requested. This review may also occur in subsequent years.

F) Change of Use/ Reduction in Allocation

In the event of change of intended use and/or significant reduction in the site's required allocation, the existing site's allocation can be restored to the Authority without compensation subject to a written agreement between the Customer and LSA.

LANDIS SEWERAGE AUTHORITY
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IV. POLICY RELATING TO ALL USERS

ALLOCATION/CONNECTION FEE SCHEDULE

| <u>LSA CODE</u> | <u>DESCRIPTION</u> | <u>RATE</u> |
|---------------------|--|-----------------------------------|
| 10 | Residential | \$ 2,480 |
| 11 | Multifamily | 1,850 (\$2,480 if 3 bedroom unit) |
| 12 | Rooming Houses | 296/room |
| 13 | Mobile Homes | 1,850 (\$2,480 if 3 bedroom unit) |
| 14 | Low Pressure Pumping System | 2,480 |
| 20 | Offices Non-Medical 10 employee block | 2,480/block |
| 22 | Offices Medical 3 employee block | 2,480/block |
| 24 | Trade, Farm, Business 10 employee block | 2,480/block |
| 26 | Warehouse 15 employee block | 2,480/block |
| 28 | Supermarket 5 employee block | 2,480/block |
| 30 | Fish Market 5 employee block | 2,480/block |
| 32 | Butcher Shop 5 employee block | 2,480/block |
| 34 | Vegetable Store 5 employee block | 2,480/block |

LANDIS SEWERAGE AUTHORITY
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IV. POLICY RELATING TO ALL USERS

| | | |
|----|---------------------------------------|-----------------------|
| 36 | Department Store 10 employee block | 2,480/block |
| 38 | Lunch Counter | n/a, consolidate w/40 |
| 40 | Diners/Restaurant | 165/seat |
| 42 | Pizzeria/Ice Cream | 98/seat |
| 43 | Takeout Food 3 employee block | 2,480/block |
| 44 | Bar/Tavern | 165/seat |
| 46 | Gas Service Stations 6 bay block | 2,480/block |
| 48 | Beauty Parlor 2 Employee block | 2,480/block |
| 50 | Laundromat | 1,754/machine |
| 52 | Factories 15 employee block | 2,480/block |
| 54 | Motels 2 room block | 2,480/block |
| 56 | Theaters, Etc. 100 seat block | 2,480/block |
| 57 | Bowling Alley (per lane) | 217/lane |
| 58 | Funeral Homes 0.5 employee block | 2,480/block |
| 60 | Lodges 200 seat block | 2,480/block |

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IV. POLICY RELATING TO ALL USERS

| | | |
|-----------|---------------------------------|-------------------|
| 62 | Clubs w/Bar 82 seat block | 2,480/block |
| Schools | | |
| 70 | Elementary 15 Emp/pupil block | 2,480/block |
| 71 | Middle & H.S. 9 emp/pupil block | 2,480/block |
| 72 | Churches | 2,480/block |
| Municipal | | |
| 74 | 10 employee block | 2,480/block |
| 86 | Condensate & Backwash Discharge | 2,480/300 gallons |
| xx | Flow Based Cust. | 2,480/300 gallons |

All blocks are whole blocks. Portions of a block are rounded upwards to a whole block.

Service Shutoff and Reopening Fees:

| | <u>Shutoff Fee</u> | <u>Reopening Fee</u> |
|---|--------------------|----------------------|
| Residential, Commercial, Non Bulk Rate | \$ 50 | \$ 50 |
| Bulk Rate Customer | \$ 500 | \$ 500 |

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IV. POLICY RELATING TO ALL USERS

G) Back Billing

As a general policy the LSA shall back bill customers for sewer fees which were not properly collected during prior billing periods whether due to LSA or customer error. Generally the back billing shall be limited to charges for services provided plus interest charges, not to exceed a two (2) year period or four (4) billing period.

1) The Authority will back bill for the following circumstances including but not limited to:

- Customer connected but not ever billed.
- Additional units connected but not billed.
- Property not vacant as reported.
- Occupancy reported to COV but LSA not notified.
- Misrepresentation of property by owner.

2) Back billing will not go beyond two (2) years.

-Payment schedule for back billing shall be as follows:

Back bill 1 year - sixty (60) days

Back bill 2 years - ninety (90) days

-Interest charges will be waived during the pay back periods to allow the property owner to become current.

H) Refunds

1) Because the customer is responsible to examine and understand the charges being assessed, refunds due to billing status error are limited to four (4) billing periods (two (2) years).

2) There will be no refunds due to a change in billing status during a billing period, however, future bills will be adjusted accordingly.

3) Cash refunds will not be given- refunds will be credited to the next billing period except as follows:

- a) If refund credit extends beyond two (2) billing periods (1 year) all monies beyond said period will be refunded by check.

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IV. POLICY RELATING TO ALL USERS

- b) If refund goes to customer having no future contact with LSA due to moving, LSA service not provided, etc., refund monies due will be paid by check.
- 4) No interest will be paid on refunds.

I) Public Sewer Service Not Used

All properties within the LSA service area, which are provided with sanitary sewer service must pay all sewer use charges for their classification whether they are tied into the LSA system or not, as per NJSA 40:14A requirements, except as listed below.

- 1) If a gravity connection to the LSA system is not possible due to ground elevation differences, and the existing on-site septic system is functioning properly, the owner will not have to connect. Furthermore, with the exception of petition projects using force main conveyance, all sewer charges will be waived.
- 2) If the public sewer was constructed by a party other than the Authority, i.e., builder, developer, commercial customer, etc., and then transferred to the Authority, the property owner will not have to pay service charges. If and when they connect, they will have to pay the Authority's prevailing connection fee and they may also have to pay a pro rata share to the original constructor of the line.
- 3) In the event that the on-site septic system fails as determined by the Department of Health - City of Vineland, the owner must connect to the available LSA sanitary sewer regardless of Items A and B above. Discussions with LSA representatives will give the owner options and direction to proceed with the connection.
- 4) Buildings which existed as of February 1, 1989, which were provided sanitary sewer service, but were not connected, are billed the prevailing rate but will be charged a connection fee of one hundred (\$100) dollars.

J) Handling Customer Complaints/Requests

Whenever possible every effort should be made to try to resolve differences and state LSA policies directly with the customer. If communication is a direct face to face meeting or a telephone conversation, LSA staff should summarize comments in letter form to the customer. This should minimize misunderstandings and document the positions taken.

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IV. POLICY RELATING TO ALL USERS

Decisions should be based upon stated LSA policies wherever possible in order to promote the Authority's desire to treat all customers in a fair and equitable manner. The LSA Executive Director is authorized to respond to and resolve customer complaints where decisions are based upon stated LSA policies outlined in this procedures manual. Where resolution of customer complaints requires consideration of issues beyond the scope of stated LSA policy, the matter shall be referred to the Allocation Committee for possible Board action.

K) Hardships

Whenever a case for hardship is claimed by a customer the matter shall be handled by the Allocation Committee. LSA office staff should make arrangements to have the matter reviewed at the next Allocation Committee meeting and apprise the customer of the procedure and timing involved. Interest and/or penalties will not accrue during this review period.

L) Flow Based Charges

Several commercial customer classifications are billed based upon metered flow rates.

Use of metered flow based charges are limited to:

- Code 80 - Car Washes
- Code 81 - Commercial Laundries
- Code 82 - Industrial Users
- Code 83 - Slaughter Houses
- Code 84 - Hospitals and Institutions
- Code 86 – Backwash and Condensate

All other user classifications are not based upon a direct metered flow and it is not the intention of LSA to change this policy at this time.

M) Transfer of Accounts - New Owner

When a property changes ownership LSA will continue to bill as per last billing period unless notified. Failure to notify LSA of such change in ownership and possible additional charges, will subject owner to back billing charges and penalties. Delinquent accounts may also be subject to a lien on the property.

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IV. POLICY RELATING TO ALL USERS

N) Interest on Service Charges, Liens, Enforcement

Interest on service charges, liens and enforcement are applied as per New Jersey Statutes 40:14A-21. Portions of this statute are summarized below. Such summary is general in nature and is not meant to supersede the actual Statute which should be reviewed in its entirety in the event of a conflict.

1) Interest on Service Charges

In the event that a service charge due LSA is not paid in full when due, interest shall accrue and be due the Authority on the unpaid balance at the prevailing rate established by Statute, which is currently 1 ½% per month. Failure to receive sewer bills does not exempt sewer user from late charge when payment is delinquent. Interest charges can be waived or suspended at the discretion of the Authority.

2) Liens

In the event that a service charge due the Authority is not paid when due (within the 30 day grace period), the unpaid balance and all interest accruing thereon shall be a lien on such property. Such lien shall be superior and paramount to the interest in such property of any owner or other entity except the lien of municipal taxes which it shall be on a parity with and deemed equal to. Whenever such service charge and any subsequent service charges and all interest accrued shall be paid in full, the Authority will promptly withdraw such statement of lien.

3) Enforcement

In the event that a service charge is not paid when due, the Authority may have the supply of water to the property restricted or shut off. If the supply of water is not restricted or shut off the Authority may enter any property to cause such restriction or termination of water until such time as all outstanding charges are paid in full or if the State Department of Health determines that the continued restriction or stoppage of water supply endangers the health of the public in the community. The Authority may also enter the property and cause the connection thereof leading directly or indirectly to the sewerage system to be cut and service Shut off until such service charge and any subsequent service charge with regard to such parcel, and all interest accrued thereon, shall be fully paid to the Authority.

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- 4) Should the Authority shut off service to a property, a shut off fee of fifty (\$50) dollars will be charged to residential, commercial or non-bulk customers, and five hundred (\$500) dollars to bulk rate customers. A reopening fee, to re-establish a customer, will be charged equal to the previously noted charges.

O) **Plumbing Fixtures Below Ground Level**

LSA will not be responsible for damages caused by wastewater backup resulting from plumbing fixtures below ground level. The plumbing code requires, "Any fixtures subject to backflow of sewage from the public sewer shall be protected by the appropriate back water prevention device or check valve". A similar warning is included on the reverse side of the Authority's bills to make customers aware of this. Back water prevention devices and check valves must be checked and maintained by the customer. (City of Vineland Plumbing Code 11.8 and National BOCA code)

P) **Grease-related Blockage**

In the event that the LSA is called upon to restore service from a grease-related blockage, the LSA shall charge the owner for the cost of time, material and equipment necessary to remediate the blockage. LSA's cost for in-house labor, material and equipment shall be in accordance with the then current published reimbursement rate schedule. If a contractor is required, owner shall reimburse LSA for all costs charged by the contractor.

Q) **Illicit Connections**

Any connections from sump pumps, roof drains, onsite stormwater systems, illegal dumping, etc. to the sanitary sewer system are strictly prohibited and may subject violators to prosecution.

R) **Petition Policy for Sewer Connection**

In the case where a project is petitioned to extend sewer to a non-sewered area using either gravity or a pumped conveyance system, fifty (50) percent affirmative responsive votes plus one affirmative vote (1) of all affected property owners (one vote per each lot) shall be required in order to extend sewer. All property owners within serviced area which are provided with a gravity sewer lateral or force main service for sanitary sewer must pay all sewer use charges for their classification whether or not the property is connected to the Authority's system as per NJSA 40:14A.

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V. SPECIFIC POLICY - RESIDENTIAL

- A) Responsibility of Owner
- B) Conversions
- C) Family Member Suite
- D) Billing Rates - Additional Charges
 - 1) In-Home Business
 - 2) Multiple Structures
 - 3) Garbage Disposal
 - 4) Low Pressure Pump System (LPPS)
- E) Vacancies

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V. SPECIFIC POLICY - RESIDENTIAL

A) Responsibility of Owner

The property owner is ultimately responsible for all outstanding debts due to the LSA. A lien can be applied against subject property if a bill is left outstanding. Accordingly, all LSA bills will be sent to the property owner or their agent or tenant, if directed by Owner in writing.

The LSA bill shall provide a breakdown of the various components of the user fee. It is the responsibility of the owner to examine and understand all charges being assessed for LSA sewer services. If there are questions concerning the assessment of user fees the LSA will assist the owner in understanding the charges, billing, and appropriate procedures necessary to resolve the complaint.

B) Conversions

1) **Single Family Conversions**

Any conversion of a single family residence to a multi-family residence by conversion of an attic, garage, basement, addition, etc. will be billed for the additional unit created. An allocation fee for the additional unit will be charged in addition to the appropriate service charge. Any duplex converted to a single family residence will be charged the single family residence rate, upon inspection by the Authority.

2) **Single/Duplex**

Any residence listed as a duplex will be charged for the two (2) multi-family units. Failure to notify the LSA of single family conversions shall be subject to back charges to the date of conversion (maximum of two (2) years) plus any penalties designated by the Authority's Rules and Regulations.

C) Family Member Suite

A single family home with an additional dwelling unit located within its walls will not be charged for the additional dwelling unit if rent is not collected. This situation will require certification by the homeowner and is subject to periodic inspection by LSA representatives.

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V. SPECIFIC POLICY - RESIDENTIAL

D) Billing Rates - Additional Charges

1) In-Home Business

Businesses run out of the home will be billed as per appropriate commercial classification. The charges will include all additional items, such as employee count, as necessary. The charges will be in addition to the basic residential rate. (or the basic residential rate will be waived in lieu of the commercial rate.) The classification requiring the higher rate will be charged.

2) Multiple Structures

a) Multiple structures on property - billable.

Each additional structure on a property with sanitary facilities pursuant to IV.H, whether connected or not, and inhabited on a full or part time basis, will be charged as an additional unit. The type of use will govern whether it is billed as a residential or commercial unit.

b) Multiple structures on property - nonbillable.

Each structure on a property without sanitary facilities.

Any structure on a property with sanitary facilities used on a part time basis for private purposes. (Examples include a home work shop, private greenhouse, etc. A construction storage/work building not included as it is a commercial facility.)

3) Garbage Disposal

a) Existing Units

All residential customers will be charged an annual fee, in addition to the basic service charge, for each garbage disposal unit installed.

b) New Installation

It is the customer's responsibility to notify the LSA whenever a garbage disposal is installed. Charges for the unit will begin the next billing period and will be included on future bills. Failure to notify the LSA of any new installation will make the customer liable for back billing to the date of installation plus any penalties as designated by the LSA Rules and Regulations (maximum of two (2) years).

c) Removal of Unit

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V. SPECIFIC POLICY - RESIDENTIAL

It is the customer's responsibility to notify the LSA upon removal of a garbage disposal unit. The additional unit charge will be deleted from the current and future billing periods following inspection by the LSA. It is the customer's responsibility to notify the LSA upon reinstallation of disposal unit as outlined in item (b) above.

4) **Low Pressure Pumping Station (LPPS)**

A resident customer shall pay an additional fee of \$98.00 per year to cover pump replacement costs.

E) **Vacancies**

1. **Billable**

All properties located within the LSA service area with sanitary facilities will be charged for all billable units regardless of their state of vacancy.

2. **Non-Billable**

In the event of a long term vacancy (must be vacant for one (1) year and satisfactory proof provided to LSA) whether it be for a single family residence or one or more units in a multi-family, the owner can apply for a vacant unit agreement for a specific number of units and service charges for subject units will be removed from the current and future billing periods. The Owner will still be responsible for that portion of the Authority's bill that reflects the debt service. This vacancy agreement will be rescinded if there is a change in ownership. All vacant dwelling units will be subject to periodic inspection by LSA representatives.

3. **Vacancy Due To Loss**

Where a building has been damaged by fire, flood, or some other similar disaster, it cannot be occupied, used for habitation, or business as declared by the appropriate City Inspection Officials, the Authority will grant relief for a period of time not to exceed one year (two billing cycles) to the Owner or the party responsible for the payment of the bill during repairs until such time as the facilities can be rehabilitated, occupied, or utilized. In order to be considered for relief, the owner must make a request in writing for a damaged property agreement and enter into an agreement with the Authority.

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

- A) Responsibility of Owner
- B) Business Classification
- C) Building With Multiple Offices
- D) Employee Counts/Employee Blocks
- E) Variable Employee Counts
- F) Multiple Businesses Within Same Office
- G) Storage Sheds, Additional Buildings, etc.
- H) Garbage Disposal Units
- I) High Strength Surcharge
- J) Industrial Flow Meters - Metered Flow
- K) Pretreatment
- L) Monitoring Flow
- M) Holding Tank

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

A) **Responsibility of Owner**

The property owner is ultimately responsible for all outstanding debts due to the LSA. A lien can be applied against subject property if a bill is left outstanding. Accordingly, all LSA bills will be sent to the property owner or their agent, or tenant, if directed by Owner in writing.

The owner of a commercial building will receive a separate bill for each unit, as type of business and number of additional fixtures (employees, etc.) may vary from office to office.

The LSA bill shall provide a breakdown of the various components of the user fee. It is the responsibility of the owner to examine and understand all charges being assessed for LSA sewer services. If there are questions concerning the assessment of user fees the LSA will assist the owner in understanding the charges, billing, and appropriate procedures necessary to resolve the complaint.

B) **Business Classification**

It is the responsibility of the owner to verify the proper classification of their business, or businesses within their building. Failure to do so could make the owner liable for back billing charges plus any penalties allowed by the Authority's Rules and Regulations.

All classifications are listed in Section II of this manual.

C) **Building With Multiple Offices**

Buildings containing multiple office suites/businesses shall be charged for each office suite/business plus additional employees where applicable. When a vacancy occurs within the building the owner has three (3) options.

- Continue to pay existing charges.
- Pay existing charges and delete additional employee charges.
- Complete Vacancy Certification (after a vacancy of one (1) year) and pay charges based upon the debt service fee associated with Code 27.

All deletions will take effect in the current billing period and adjusted accordingly.

In the event that a business within a multi-business office building grows and takes over additional office space within same building the additional base charge for the absorbed office will be waived. This must be documented by a lease and cannot be used to avoid charges during an office vacancy.

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

If existing office space is further sub-divided and leased it will be subject to an additional business unit charge plus additional employee charges as well as an allocation fee if applicable.

Failure to notify LSA of any additional business users will subject owner to back billing charges.

D) Employee Counts/Employee Blocks

Additional charges are applied to many commercial customer classifications based upon employee counts. To simplify reporting and to compensate for minor employee count fluctuations during each billing cycle, billing for additional employees is based upon blocks of employees.

It is the responsibility of the owner to verify, and adjust as necessary, the employee counts with each billing statement. The Owner shall supply the Authority, upon request, WR-30 or other employee records to verify employee counts.

Classifications which require additional charges based upon employee count are:

| | |
|------|--|
| S-20 | Offices (non-medical) |
| S-22 | Offices (medical) |
| S-24 | Trade, Farm, business or adjunct of same not otherwise provided for. |
| S-26 | Warehouse |
| S-28 | Supermarket |
| S-30 | Fish Market |
| S-32 | Butcher Shop |
| S-34 | Vegetable Store |
| S-36 | Department Store |
| S-43 | Take-out Food |
| S-48 | Beauty Parlor |
| S-52 | Factories |
| S-58 | Funeral Homes |

- Full time employees will be considered one (1) unit each.
- Part time employees will be considered one half (1/2) unit each.
- All total employee counts that include partial unit shall be rounded to the next full unit (e.g. 15 1/2 will be considered 16).
- In the case of a ten (10) employee block, as an example, 2-10 employees would be one block, 11-20 would be two blocks.

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

- In the case of warehouses or other businesses with drivers or licensed employees, who are on the road, the Authority will apply three (3) drivers or licensed employees equal to one (1) part-time employee.

E) Variable Employee Counts

Employee counts which vary significantly during the year can be averaged at the owner's request. The seasonal high and low employee count will be averaged and a ten (10) percent surcharge will be added to create an annual count. (e.g. high 55, low 7, average 31, plus 10% equals 34).

All computations will be reviewed and must be approved by LSA staff.

Upon receipt of sewer service bill the customer must review and revise the employee count for the next billing period. Failure to do so may make employer liable for back billing charges. LSA staff will assist in re-computing employee count charges if necessary.

Revision of employee counts and charges during an existing billing period, whether greater or lower, will be made.

F) Multiple Business within Same Office

A business occupying an office unit currently paying proper sewer charges per classification (base fee + additional employees) which also contains another business utilizing the same personnel and facilities will not be charged as an additional business. However, if the classification of the two businesses are not the same, the classification requiring the higher rate will be charged.

G) Storage Sheds Additional Buildings etc.

Any building within the LSA service areas, regardless of use, with sanitary facilities shall be charged a fee for sewer service.

Any building within the LSA service area, regardless of use, without sanitary facilities shall not be charged a fee for sewer service.

Conversion of any building with sanitary facilities to one without sanitary facilities will be subject to certification by the owner and inspection by LSA. Upon certification, building shall not be charged for sewer service.

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

H) Garbage Disposal Units

a) Existing Units

All commercial and industrial customers will be charged an annual fee, in addition to the basic service charge, for each garbage disposal unit installed.

b) New Installation

It is the customer's responsibility to notify the LSA whenever a garbage disposal is installed. Charges for the unit will begin with the current billing period and will be included on future bills. Failure to notify the LSA of any new installation will make the customer liable for back billing charges to the date of installation plus any penalties as designated by the LSA Rules and Regulations (maximum of two (2) years).

I) High Strength Surcharge

A High Strength Surcharge (HSS) is applied to all LSA customers who generate sewage with characteristics stronger than normal residential (domestic) flow. Effluent parameters which will be analyzed in the determination of a high strength surcharge factor include BOD, TSS, TKN, and in some cases oil and grease.

The LSA will collect and analyze monthly effluent samples from each customer in the HSS program for each six month billing period. Charges for laboratory analysis will be billed to the customer at cost with the Authority paying for two (2) samples per six month period. The average of each component of the samples will be used to compute the surcharge factor for the billing period.

If additional sample collection and analysis is required to provide a fair surcharge factor the additional charges will be billed to the customer at cost.

The High Strength Surcharge Factor shall be multiplied by the standard LSA bulk rate charge to determine the customer's charge per million gallons of metered flow.

Determination of the High Strength Surcharge Factor is based upon the following formula:

$$\text{Factor} = 0.619 + (\text{BOD}/400) \times 0.161 + (\text{TSS}/350) \times 0.116 + (\text{TKN}/37.5) \times 0.103$$

Oil & Grease \$0.12/pound for sample results demonstrating a value that exceeds 100 mg/l.

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VI. SPECIFIC POLICY - COMMERCIAL AND INDUSTRIAL

J) **Industrial Flow Meter - Metered Flow**

A sewage flow meter must be installed at all LSA customer facilities which generate a significant sewage flow and require sampling for a High Strength Surcharge (HSS) due to effluent characteristics.

Flow meters shall be purchased and installed by the customer within LSA guidelines or approval and shall remain the property of the customer. LSA shall record flows on a semi-annual basis and shall require calibration of the meters on an annual basis. Meter calibrations shall be submitted to LSA annually by the owner by March 31st of each calendar year at owner's expense. Where flow meter is not present, the LSA will utilize City of Vineland Water Department billing.

Detailed specifications and requirements for each metering chamber shall be reviewed and approved by LSA on a case-by-case basis.

K) **Pretreatment**

Industrial effluent with characteristics which exceed LSA limits will require pretreatment prior to discharge to LSA facilities.

Cases will be handled on an individual basis.

Until the Authority's pretreatment program is approved by the NJDEP, a State issued Permit may be required.

L) **Monitoring Flow**

The Landis Sewerage Authority reserves the right to monitor the flow by obtaining City of Vineland Water Utility meter records for one (1) year after facilities are completed to determine that allocation requested and received is consistent with allocation being utilized. The LSA reserves the right to adjust the allocation by requesting additional allocation fees in the event that a higher gallonage amount is discharged on a per day basis as compared to what was previously requested. This review may also occur in subsequent years.

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M) Holding Tanks

The disposal rate for waste received from holding tanks or portable toilets (held or stored for less than 72 hours) is \$0.04 per gallon plus a minimum of one hour of the Shift Manager's hourly rate for administrative charges, sampling, laboratory, etc. in the case of low volume deliveries of once per day or several times per week; and, in the case of high volume dischargers, eight hours of the Shift Manager's hourly rate.

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VII. SPECIFIC POLICY OTHERS

- A) Schools
- B) Place of Worship
- C) Municipal

A) Schools

Sewage user charges are based upon pupil/employee block counts and are applied equally to public and private facilities. Pupil/employee block counts are utilized to simplify customer reporting and to compensate for minor pupil block fluctuations during each billing cycle.

The rate for each pupil/employee block has been determined taking into consideration several factors.

Typically, public school pupil counts will change from year to year showing a moderate growth in count on an annual basis. In addition, the school year is less than 12 months.

The rate for pupils for all types of schools within the LSA service area is significantly lower than the amount assessed a commercial business employee to reflect the considerations above.

- 1) -Full Time/Part Time Pupil/Employee Counts
 - Full time pupils/employees are considered one (1) unit each.
 - Part time pupils/employees are considered one half (1/2) unit each.
 - All total pupil/employee counts that include partial unit shall be rounded to the next full unit (e.g. - 76 1/2 units shall be considered 77 units).

It is the responsibility of the school to review, and revise as necessary, pupil/employee counts at each billing period. Revised counts will apply to next and future bills until otherwise notified.

Failure to keep pupil/employee counts current may result in back billing by the LSA.

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VII. SPECIFIC POLICY OTHERS

B) Place of Worship

User charges applied toward places of worship can include many components and classifications as listed below.

| | |
|--|---------|
| Place of worship | Code 72 |
| Place of worship Residence | Code 10 |
| Place of worship School | Code 70 |
| Place of worship Middle & High Schools | Code 71 |
| Place of worship Meeting Hall | Code 60 |

All applicable user charge classifications will be applied where appropriate. The following is guidance:

Criteria for distinguishing separate entities for the purpose of charging services fees used in conjunction with the Landis Sewerage Authority's Procedures Manual.

1) Place of worship with a worship area only and exclusive of any other function. It is usually characterized by seats that are attached or fixed to the floor. If no attached or fixed seats exist and folding chairs are used, the place of worship must not have a kitchen on premises. In the Procedures Manual, Code 72, place of worship, charged per unit (\$350/year).

2) Place of worship with a worship area, without attached or fixed seats containing a kitchen, the floor area is measured then calculated for occupant load, or in other words, maximum floor area allowance per occupant according to egress and ingress requirements. This occupant load is also used in determining meeting hall service fees. In the Procedures Manual, Code 60, lodges, clubs, meeting halls, religious or charitable auxiliary organizations, charged per unit, \$350/year for 200 occupants. Over 200 occupants, an additional \$350/year is charged.

3) Place of worship with fixed seats in the worship area and a separate meeting hall with a kitchen, A Code 72, place of worship, is applied along with Code 60, meeting hall, to arrive at the accurate service fee.

4) Place of worship housing a worship area with fixed seats, a meeting hall and a nursery school located in the meeting hall will be determined by the following. The worship area and meeting hall have been characterized or described above. If the nursery school is held five days a week in the meeting hall area with or without moveable walls then both functions of the meeting hall are reported along with the information to determine occupancy load and teacher/pupil census.

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VII. SPECIFIC POLICY OTHERS

The higher of the two fees would be charged for this situation.

5) Place of worship housing a separate worship area, a meeting hall and a nursery school has the following physical characteristics. The worship area and meeting hall are described above. The nursery school is located in an uncommon area or location away from the other place of worship activities. Also, this area is not in a separate building but divided from the other areas by fire walls or fire partitions and characterized by the design of the area and contents. This design is usually but not always characterized by separate outside entrances. The design usually has a common hallway within the nursery school area containing one or more rooms, restrooms and a kitchen. All are charged accordingly.

C) **Municipal**

User charges are applied toward municipal customers in the same manner as for Code 20 Offices - Non-medical. Such charges include a base rate plus an additional charge per block of employees.

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL**

VIII. ALLOCATION PROCEDURES

A) Introduction –

The Landis Sewerage Authority, due to demands placed upon it for the accommodation of future growth within its regional boundaries, had expanded its treatment plant capabilities in 1989. With the expansion, the design plant capacity is 10.2 MGD.

Notwithstanding the capacity gained by the expansion, the potential exists that ample sewer capability will not be available to adequately address all the growth demands associated with the service area under the Landis Sewerage Authority's responsibility. As a result, a method has been developed to equitably allocate the available gallonage derived from the expansion. Said method involves a procedure for ranking the requests before the Landis Sewerage Authority to determine a position of viability, with the most viable being able to receive an allocation.

B) Available Capacity –

Total net available capacity will be derived by evaluating the existing flow plus the prior commitments of the LSA and subtracting same from the total treatment plant rated capacity. A determination of net available capacity will be announced by the LSA engineering staff prior to implementation of this policy. This is completed at least annually.

C) Assignment of the Net Available Capacity Assigned to Landis Sewerage Authority Allocation Categories

The Landis Sewerage Authority has reviewed the various categories of use within its system and has determined to allocate the net available capacity in the following manner:

- | | <u>Category</u> |
|----|---|
| A. | Single Family Residential |
| B. | Multi-Family (Builder/Developer Applicants) |
| C. | Commercial |
| D. | Industrial |
| E. | Public Facility/Public Health |
| F. | Reserve |

On the anniversary date of the adoption of this policy, the Landis Sewerage Authority will review the allocation categories and gallonage associated with each. The trends established regarding actual application will be evaluated to determine if a redistribution of the net available gallonage is warranted.

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VIII. ALLOCATION PROCEDURES

Should the Landis Sewerage Authority decide to alter the allocation originally assigned to each category, a public meeting will be scheduled before the action can be officially concluded. Public comment will be reviewed and considered before adoption of the proposed changes.

(D) **Change of Use/Reduction in Allocation**

In the event of change of intended use and/or significant reduction in the site's required allocation, the existing site's allocation can be restored to the Authority without compensation subject to a written agreement between the Customer and LSA.

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A. Single Family Residential

1. This category applies to the construction of one dwelling unit on an existing lot of record.
2. No more than two connections per applicant per 12-month period is permitted.
3. This policy section does not provide for an application for a duplex unless the lot is subdivided and two distinct applicants file.
4. The applicant must complete a single-family residential application.
5. Should the staff of the Landis Sewerage Authority determine the application to be in proper order, a connection permit to that effect will be issued to the applicant. Board action is not required to award a connection under this heading. The staff's permit will state the following items:
 - a. The allocation is for one sewerage connection unit (block) equivalent to 300 GPD.
 - b. The connection permit fee, in accordance with the prevailing rate schedule must be paid when issued.
 - c. A refund of the connection fee can be received within 90 days from the date of issue. Any request for refund must be made to the Authority in writing.
 - d. After the 90 day period has expired, the refund provision no longer is applicable, until payment from any subsequent applicant for gallonage.
 - e. An exemption form labeled as Exhibit 2 must be completed in order for the Authority to consider the request. The exemption form considers progress achieved to date, expenditures toward professional and application fees as well as site improvements. Other factors under consideration involve situations outside the applicant's control that have prevented scheduled progress achievements.
 - f. After a period of two years, the Landis Sewerage Authority can rescind

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the allocation for non-use without refund of review charges. A reason for rescission would be if there existed applicants on the waiting list and no available capacity in this category from which to allocate. An exemption of the two-year deadline in 6 month intervals may be granted by the Landis Sewerage Authority at its discretion. An exemption form labeled as Exhibit 2 must be completed for the Authority to consider an exemption. The same considerations as outlined in paragraph "e." determine whether an exemption will be granted.

B. Multi-Family (Builder/Developer)

1. The category is defined by any such applicant desiring to construct more than one dwelling unit regardless of whether the project consists of a duplex, single family detached, apartments, condominium, townhouse, or any other type of dwelling unit determined by the Landis Sewerage Authority to be outside of the single-family residential classification described in Section IV.A.
2. The applicant must complete the multi-family application with signed and sealed design professional drawings as warranted by the Authority Engineer which serves as the basis for a preliminary approval by the Landis Sewerage Authority. Any such conditions arising from a review of the preliminary application must be achieved before a final approval will be granted.
3. Any allocation within this category will be limited to 30,000 GPD per round per applicant. Should the allocation of 30,000 GPD not be adequate, the Commissioners may grant the additional capacity in the approval resolution. The Authority is under no obligation to grant sewage capacity in excess of 30,000 GPD.
4. To receive an allocation, the applicant must qualify with regard to the Authority's point allocation format described in detail in Section V of this allocation policy manual.
5. Should the applicant qualify for the allocation pursuant to policy, a contract will be offered detailing the rights and obligations. The major provisions of said contract are as follows:

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- a. The allocation will be limited to 30,000 GPD per applicant per round unless otherwise approved by the Commissioners.
- b. Determination of gallonage allocation will be based on the applicant's engineer's estimate and confirmed by the engineering staff as per the multi-family application process.
- c. The connection fee, in accordance with the prevailing rate schedule, must be paid within 45 days from the date of the original allocation. Failure to remit the fees as required will render the contract null and void thereby allowing for rescission of the gallonage. The Landis Sewerage Authority will not endorse the Treatment Works Approval application until the connection fee is paid in full.
- d. Prior to the Authority's issuance of a permit verifying payment of connection fee, the applicant agrees to provide to the Landis Sewerage Authority a performance guarantee in the amount approved by LSA's engineer required for any off-tract sewer improvement. The performance guarantee shall be in the form of a 100% performance bond or bank letter of credit. Once performance bond/bank letter of credit requirements are satisfied and released by the LSA, the developer shall post a one (1) year maintenance bond in the amount of 15% of the performance bond/bank letter of credit amount. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the developer shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.
- e. Building permits for 75% of the project must be received within 36 months from the date of contract allocation.
- f. Reasons for not obtaining 100% of the building permits will be evaluated at the end of the 36-month period. In order to demonstrate that capacity should not be rescinded for failure to achieve building permits as required, an applicant must complete the exemption form labeled as Exhibit 2. The narrative portion must state to the Authority good cause as to the reasons why the developer requires such a deviation in order to complete the building schedule. The statement showing good cause must include a

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chronological history of the development with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the developmental plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not obligated to grant a deviation from the building requirements. For example, a logical reason for the granting of an extension involves whether any regulatory agency fails to timely act on a permit or approval filed by the applicant. Timely action is defined by any approval necessary for the issuance of the required building permits taking greater than 60 days from date of submission to be reviewed. If it is determined that no agency or reasonable outside influence prevented the developer from proceeding, then the remaining capacity will be rescinded. A reason for rescission would be if there existed applicants on the waiting list and no available capacity in this category from which to allocate.

- g. The Authority, at its discretion, may allow a 6 month exemption should the reasons for delay be found acceptable.
- h. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.
- i. Any off-site improvements required or warranted by the project in question are to be built at the sole cost and expense of the applicant. If the applicant constructs facilities at minimum NJDEP size or requirements, no reimbursements to the applicant will be made. If, however, an increase or modification in the size, dimension or extent of the improvements is required by the LSA for master planning or other purposes, the reasonable incremental cost of such increase or modification (for example, but not by way of limitation, any upsizing of lines, or of force mains, etc.) shall be paid by the Authority either by a pro-rata reimbursement from future users or directly. Developer shall be required to install laterals and cleanouts to all properties passed during construction and mains to termination points

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authorized by LSA. Subject to the terms of a prior written agreement between a developer and the LSA, Developers that extend mains that pass by existing vacant lots, homes, or businesses shall be entitled to pro-rata reimbursement of the cost of sewer improvements from the property owner at the time the connection fee is paid for by the property owner. In that event the actual construction cost for such increase or modification, together with supporting documentation, therefore, must be certified by the developer and the contractor and submitted to the Authority upon completion of the improvement. Thereafter, the Authority will review the costs as submitted for reasonableness and entitlement and will reimburse the developer and/or contractor for the reasonable cost thereof. All improvements will be constructed to the specifications of the Landis Sewerage Authority and the NJDEP then in effect. The provisions of this paragraph shall not apply to existing pro-rata share agreements. In the event that any other provision in this allocation policy conflicts with this paragraph, the provisions of this paragraph will apply.

6. Formula: The pro-rata reimbursement shall be derived in one of two ways:
 - a. A determination will be made by the Authority's engineering staff regarding what percentage of the main capacity remains available for use by other connectors. A total cost for the improvement will then be derived. Each additional connector's potential use will become a percentage of the total capacity permitted within the scope of the improvement. The percentage associated with each connector will be multiplied by the total improvement cost to achieve the pro-rata reimbursable amount to the initial developer. Prior to connection, subsequent users will pay their respective proration to the LSA, who in turn will disburse same to the initial developer. The actual construction cost must be certified by the developer and the contractor and submitted to the Landis Sewerage Authority upon completion of the improvement.
 - b. The Builder/Developer and/or their representative shall meet with the Landis Sewerage Authority to discuss the appropriate and fair reimbursement for the sewer improvements constructed for the proposed development. Pro-rata reimbursement shall be 50% of the sanitary sewer construction costs associated per billable unit or two (2) times the then

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current connection fee per billable unit, whichever is less. The Landis Sewerage Authority is entitled to review cost estimates for all portions of the proposed work to determine the sewer estimates are reasonable for then current unit prices.

Improvements will be built to the specification then currently in effect. A determination of improvements to be dedicated to the Landis Sewerage Authority will be covered as part of the application process. The pro-rata reimbursement structure under '6a' or '6b' above shall be determined by written agreement between Developer and the LSA prior to the issuance of connection permits.

7. Builder/Developer is required to install 6-inch diameter laterals for single-family homes, duplexes, triplexes, etc. for each individual unit and vacant lots at the Authority's discretion.

C. Commercial

1. This category is defined by any such applicant desiring to construct, renovate, expand or change use of a facility whereby retail/wholesale and/or general business practices transpire. An external, baffled grease trap shall be required at all commercial food establishments. The appropriate size for the grease trap shall be determined using N.J.A.C. 7:9A-8.1 or current equivalent code for grease trap sizing formula as well as the Authority Engineer's discretion. The minimum grease trap size shall be 1,000-gallons. Any business operating and maintaining a grease trap shall keep records and receipts of each cleaning and transmit a copy to the Landis Sewerage Authority's Allocation Coordinator semi-annually (by June 30th and December 31st).
2. The applicant must complete the commercial application with signed and sealed design professional drawings, as warranted by the Authority Engineer, which serves as the basis for a preliminary approval by the Landis Sewerage Authority. Any such conditions arising from a review of the preliminary application must be achieved before a final approval will be granted.
3. Any allocation within this category will be limited to 30,000 GPD per round per applicant. An application for a future allocation can be made; however, the

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applicant would only be placed on the waiting list and will be considered for gallonage at the next scheduled allocation session of the Authority. Should the allocation of 30,000 GPD not be adequate, the developer shall complete the exemption form as labeled as Exhibit 2 in order for the LSA to consider the request. Factors, as described in the exemption form, must be adequately addressed by the applicant. The Authority is under no obligation to grant sewage capacity in excess of 30,000 GPD.

4. Should the applicant qualify for the allocation pursuant to policy, a contract will be offered detailing the rights and obligations. The major provisions of said contract are as follows:
 - a. The allocation will be limited to 30,000 GPD per applicant per round.
 - b. Determination of gallonage allocation will be based on the applicant's engineer's estimate and current projected flow criteria from N.J.A.C. 7:14A-23.3 confirmed by the LSA engineering staff as per the commercial application process.
 - c. The connection fee, in accordance with the prevailing rate schedule, must be paid within 45 days from the date of the contract. Failure to remit the fees as required will render the contract null and void thereby allowing for rescission of the gallonage. The Landis Sewerage Authority will not endorse a Treatment Works Approval application until the connection fee is paid in full.
 - d. Prior to the Authority's issuance of a permit verifying payment of connection fee, the applicant agrees to provide to the Landis Sewerage Authority a performance guarantee in the amount approved by LSA's engineer required for any off-tract sewer improvement. The performance guarantee shall be in the form of a 100% performance bond or bank letter of credit. Once performance bond/bank letter of credit requirements are satisfied and released by the LSA, the developer shall post a one (1) year maintenance bond in the amount of 15% of the performance bond/bank letter of credit amount. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the developer shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the

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- improvements.
- e. A building permit must be received within 36 months from the date of contract allocation.
 - f. Reasons for not obtaining the building permit will be evaluated at the end of the 36-month period. In order to demonstrate that capacity should not be rescinded for failure to achieve building permits as required, an applicant must complete the exemption form as labeled as Exhibit 2. The narrative portion must state to the Authority good cause as to the reasons why the developer requires such a deviation in order to complete the building schedule. The statement showing good cause must include a chronological history of the development with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the developmental plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not obligated to grant a deviation from the building requirements. For example, a logical reason for the granting of an extension involves whether any regulatory agency fails to timely act on a permit or approval filed by the applicant. Timely action is defined by any approval necessary for the issuance of the required building permits taking greater than 60 days from date of submission to be reviewed. If it is determined that no agency or reasonable outside influence prevented the developer from proceeding, then the capacity will be rescinded. A reason for rescission would be if there existed applicants on the waiting list and no available capacity in this category from which to allocate.
 - g. The Authority, at its discretion, may allow a 6-month exemption should the reasons for delay be found acceptable.
 - h. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.

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- i. Any off-site improvements required or warranted by the project in question are to be built at the sole cost and expense of the applicant. If the applicant constructs facilities at minimum NJDEP size or requirements, no reimbursements to the applicant will be made. If, however, an increase or modification in the size, dimension or extent of the improvements is required by the LSA for master planning or other purposes, the reasonable incremental cost of such increase or modification (for example, but not by way of limitation, any upsizing of lines, or of force mains, etc.) shall be paid by the Authority either by a pro-rata reimbursement from future users or directly. Developer shall be required to install laterals and cleanouts to all properties passed during construction and mains to termination points authorized by LSA. Subject to the terms of a prior written agreement between a developer and the LSA, Developers that extend mains that pass by existing vacant lots, homes, or businesses shall be entitled to pro-rata reimbursement of the cost of sewer improvements from the property owner at the time the connection fee is paid for by the property owner. In that event the actual construction cost for such increase or modification, together with supporting documentation, therefore, must be certified by the developer and the contractor and submitted to the Authority upon completion of the improvement. Thereafter, the Authority will review the costs as submitted for reasonableness and entitlement and will reimburse the developer and/or contractor for the reasonable cost thereof. All improvements will be constructed to the specifications of the Landis Sewerage Authority and the NJDEP then in effect. The provisions of this paragraph shall not apply to existing pro-rata share agreements. In the event that any other provision in this allocation policy conflicts with this paragraph, the provisions of this paragraph will apply.
6. Formula: The pro-rata reimbursement shall be derived by the following:
 - a. A determination will be made by the Authority's engineering staff regarding what percentage of the main capacity remains available for use by other connectors. A total cost for the improvement will then be derived. Each additional connector's potential use will become a percentage of the total capacity permitted within the scope of the improvement. The percentage associated with each connector will be multiplied by the total improvement cost to

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achieve the pro-rata reimbursable amount to the initial developer. Prior to connection, subsequent users will pay their respective proration to the LSA, who in turn will disburse same to the initial developer. The actual construction cost must be certified by the developer and the contractor and submitted to the Landis Sewerage Authority upon completion of the improvement.

Improvements will be built to the specification then currently in effect. A determination of improvements to be dedicated to the Landis Sewerage Authority will be covered as part of the application process. The pro-rata reimbursement structure under '6a' above shall be determined by written agreement between Developer and the LSA prior to the issuance of connection permits.

D. Industrial

1. This category is defined as a facility that involves the processing of raw materials and whereby the loading of the processed material when discharged to the sanitary sewer system poses a potential adverse effect on the treatment quality. Each industrial project will be required to construct adequate pretreatment facilities as to render the proposed discharge to domestic waste standards prior to release to the Landis Sewerage Authority system.
2. The applicant must complete the industrial application with signed and sealed design professional drawings, as warranted by the Authority Engineer, which serves as the basis for a preliminary approval by the Landis Sewerage Authority. Any such conditions arising from a review of the preliminary application must be achieved before a final approval will be granted.
3. Any allocation within this category will be limited to 30,000 GPD per round per applicant. An application for a future allocation can be made, however, it would only be placed on the waiting list and will be considered for gallonage at the next scheduled allocation session of the Authority. Should the allocation of 30,000 GPD not be adequate, the developer shall submit in writing to the Authority a detailed explanation as to why additional gallonage is required. Only for special reasons shall the Authority consider an allocation in excess of 30,000 GPD. The Authority is under no obligation to grant sewage capacity in excess of 30,000

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GPD.

4. To receive an allocation, the applicant must qualify with regard to the Authority's point allocation format described in detail in Section V of this allocation policy manual.
5. Should the applicant qualify for the allocation pursuant to policy, a contract will be offered detailing the rights and obligations. The major provisions of said contract are as follows:
 - a. The allocation will be limited to 30,000 GPD per applicant per round.
 - b. Determination of gallonage allocation will be based on the applicant's engineer's estimate and current projected flow criteria from N.J.A.C. 7:14A-23.3 confirmed by the LSA engineering staff as per the industrial application process.
 - c. The connection fee, in accordance with the prevailing rate schedule, must be paid within 45 days from the date of the contract. Failure to remit the fees as required will render the contract null and void thereby allowing for rescission of the gallonage. The Landis Sewerage Authority will not endorse a Treatment Works Approval application until the connection fee is paid in full.
 - d. Prior to the Authority's issuance of a permit verifying payment of connection fee, the applicant agrees to provide to the Landis Sewerage Authority a performance guarantee in the amount approved by LSA's engineer required for any off-tract sewer improvement. The performance guarantee shall be in the form of a 100% performance bond or bank letter of credit. Once performance bond/bank letter of credit requirements are satisfied and released by the LSA, the developer shall post a one (1) year maintenance bond in the amount of 15% of the performance bond/bank letter of credit amount. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the developer shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.

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- e. A building permit must be received within 36 months from the date of allocation.
- f. Reasons for not obtaining the building permit will be evaluated at the end of the 36-month period. In order to demonstrate that capacity should not be rescinded for failure to achieve building permits as required, an applicant must complete the exemption form as labeled as Exhibit 2. The narrative portion must state to the Authority good cause as to the reasons why the developer requires such a deviation in order to complete the building schedule. The statement showing good cause must include a chronological history of the development with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the developmental plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not obligated to grant a deviation from the building requirements. For example, a logical reason for the granting of an extension involves whether any regulatory agency fails to timely act on a permit or approval filed by the applicant. Timely action is defined by any approval necessary for the issuance of the required building permits taking greater than 60 days from date of submission to be reviewed. If it is determined that no agency or reasonable outside influence prevented the developer from proceeding, then the remaining capacity will be rescinded. A reason for rescission would be if there existed applicants on the waiting list and no available capacity in this category from which to allocate.
- g. The Authority, at its discretion, may allow a 6-month exemption should the reasons for delay be found acceptable.
- h. Upon receipt and review of documentation from the applicant, the Authority may waive this requirement. An exemption form labeled as Exhibit 2 must be completed in order for the Authority to consider the request.
- i. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid

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are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.

- j. Any off-site improvements required or warranted by the project in question are to be built at the sole cost and expense of the applicant. If the applicant constructs facilities at minimum NJDEP size or requirements, no reimbursements to the applicant will be made. If, however, an increase or modification in the size, dimension or extent of the improvements is required by the LSA for master planning or other purposes, the reasonable incremental cost of such increase or modification (for example, but not by way of limitation, any upsizing of lines, or of force mains, etc.) shall be paid by the Authority either by a pro-rata reimbursement from future users or directly. In that event the actual construction cost for such increase or modification, together with supporting documentation, therefore, must be certified by the developer and the contractor and submitted to the Authority upon completion of the improvement. Thereafter, the Authority will review the costs as submitted for reasonableness and entitlement and will reimburse the developer and/or contractor for the reasonable cost thereof. All improvements will be constructed to the specifications of the Landis Sewerage Authority and the NJDEP then in effect. The provisions of this paragraph shall not apply to existing pro-rata share agreements. In the event that any other provision in this allocation policy conflicts with this paragraph, the provisions of this paragraph will apply.
6. Formula: The pro-rata reimbursement shall be derived by the following:
 - a. A determination will be made by the Authority's engineering staff regarding what percentage of the main capacity remains available for use by other connectors. A total cost for the improvement will then be derived. Each additional connector's potential use will become a percentage of the total capacity permitted within the scope of the improvement. The percentage associated with each connector will be multiplied by the total improvement cost to achieve the pro-rata reimbursable amount to the initial developer. Prior to connection, subsequent users will pay their respective proration to the LSA, who in turn will disburse same to the initial

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developer. The actual construction cost must be certified by the developer and the contractor and submitted to the Landis Sewerage Authority upon completion of the improvement.

Improvements will be built to the specification then currently in effect. A determination of improvements to be dedicated to the Landis Sewerage Authority will be covered as part of the application process. The pro-rata reimbursement structure under '6a' above shall be determined by written agreement between Developer and the LSA prior to the issuance of connection permits.

E. Public Development/Public Health

1. This category is defined by accommodating any such applicant desiring to construct a public building usually associated with being non-profit in scope of operation. Such applicable uses would be schools, municipal complexes, fire stations, parks, churches, and jails.

In addition, the Authority will consider any such existing project/subdivision of the region that is defined as having an immediate public health problem. The Board of Health must recommend said project/subdivision for consideration.
2. The applicant for this category will complete a Public Facility/Public Health application which serves as the basis for a preliminary approval by the Landis Sewerage Authority. Any such conditions arising from a review of the preliminary application must be achieved before a final approval will be granted.
3. Any application within this category will be limited to 10,000 GPD. Special circumstances will permit the Landis Sewerage Authority to raise the threshold in this category.
4. The Landis Sewerage Authority reserves the right to prioritize the request within this category on the basis of public need or an adverse public health circumstance. Any priority ranking within this classification will be in consultation with the governing body of the City of Vineland.
5. Based on the proposal presented to the Landis Sewerage Authority for

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applications under this heading, the following items will be addressed and resolved before the allocation is finalized:

- a. Connection fee payment
- b. Estimated completion date
- c. Commencement of Service Charges
- d. Rescission clauses
- e. Off-site improvements

F. Reserve Capacity

1. The Landis Sewerage Authority will review this plan on or around the anniversary date of its adoption. The purpose is to evaluate the applications before the Authority and determine the impact on each predetermined category. In the event 80% of the capacity is exhausted from any one category, the Landis Sewerage Authority can either redistribute from an existing category or assign additional capacity from this established reserve category.

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EXHIBIT 2

EXEMPTION FORM

1. Types of Exemption

A. Exemption 1 – waiver of imposed construction deadline.

B. Exemption 2 – waiver to allow allocation of greater than 30,000 gpd per allocation round.

Exemption Applied For: 1_____ 2_____

II. Applicant Information

A. Name & Address: _____

B. Contact Person & Telephone Number: _____

C. Block(s)_____ (Lot(s))_____

D. Proposed Use of Property: _____

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III. Status of Project (complete for Exemption 1)

A. If connection to the project or portion of the project in question requires an extension of the system, has the extension been completed?

Yes _____ No _____ N/A _____

B. When will the physical connection occur to the project or the portion of the project in question?

1-3 months _____ 4-6 months _____ 7-9 months _____ 10-12 months _____

C. If a subdivision for the project or the portion of the project in question is necessary, has the City of Vineland Planning Board granted same?

Yes _____ No _____ N/A _____

D. Has a building permit been received for the project or portion of the project in question?

Yes _____ No _____

E. List any other permits applicable and whether same has been filed for and received. Provide proof of date of filing or enclose copy of permits received.

| <u>Permit Name</u> | <u>Date Filed</u> | <u>Date Received</u> |
|--------------------|-------------------|----------------------|
|--------------------|-------------------|----------------------|

- 1.
- 2.
- 3.
- 4.
- 5.

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IV. Project Expenses (complete for exemption 1)
(provide support documentation of expenses)

A. Listing any professional expenses incurred with regard to the actual development of this property, such as engineering, architectural and legal. Exclude fees associated with land acquisition.

1. Engineering

2. Architectural

3. Legal

4. Other

B. List any improvement, their cost and date of expenditures made to the property. Include such improvements as water, sewer, storm sewer, curbs, sidewalks, streets, fill, site clearance, grading, demolition, foundations or other related construction activity.

| <u>Improvement</u> | <u>Cost</u> | <u>Date Paid</u> |
|--------------------|-------------|------------------|
|--------------------|-------------|------------------|

1.

2.

3.

4.

5.

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C. What fees have been spent on permits necessary for the project?

| <u>Permit</u> | <u>Amount</u> |
|---------------|---------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

V. Need for gallonage greater than allowable (complete for exemption 2 only)

A. How many gallons in addition to the maximum allowable per allocation round are you seeking _____?

B. Is the extra gallonage required to complete the project in its entirety?

Yes_____ No_____

C. If the answer to the above is no, what are the reasons the applicant cannot wait for a subsequent allocation round? Are e the reasons financial, phasing, technical, marketing, aesthetic or other? Please describe fully.

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VI. Concluding Narrative

Please provide a brief summary of the reasons why your project should receive this exemption.

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X. RANKING PROCEDURE

To fairly evaluate the projects under consideration for an allocation of sewerage capacity, the Landis Sewerage Authority will rank each application in terms of developmental viability. The classifications under consideration are as follows:

- A. Vineland Planning Board 20 Points
 - 1. Preliminary Approval - 10 Points
 - 2. Final Approval - 10 Points

- B. Landis Sewerage Authority 20 Points
 - 1. Preliminary Approval - 10 Points
 - 2. Final Approval - 10 Points

- C. Vineland Water Department 10 Points
 - 1. Preliminary Approval - 5 Points
 - 2. Final Approval - 5 Points

- D. Proximity to existing Landis Sewerage Authority system whereby existing main and/or pump station can facilitate connection. 10 points
 - 1. No improvements necessary and project is on existing adequate collection system - 10 points
 - 2. Improvements necessary but within 500 feet of existing adequate collection system - 5 points
 - 3. Improvements necessary but greater than 500 feet from existing adequate collection system - 0 points.

- E. Landis Sewerage Authority Application Status 10 points
 - 1. With prior LSA approval - 10 Points
 - 2. Without prior LSA approval - 5 Points

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X. RANKING PROCEDURE

- F. Requirements/Rules of the Ranking System:
1. Total maximum points available = 70
 2. All points accumulated by the applicants will be ranked with a cut-off date for consideration of approvals. A cut-off date will be established by resolution of the LSA.
 3. Each approval received must be supported by a certified resolution from the governing body responsible for the specific approval in questions or points will not be credited.
 4. A minimum of 35 points must be accumulated by the cut-off date in order for consideration of an allocation.
 5. The Landis Sewerage Authority will allocate capacity across all categories on a date specified within the adopting resolution.
 6. Applicants can continue acquiring points whereby the Authority will update the ranking list at each regularly scheduled monthly meeting.
 7. The updated ranking lists will serve as the basis for a subsequent allocation session, to be held every three months until the capacity in each of the four classifications is either depleted or demand no longer requires this comprehensive policy.
 8. Tie-Breaking Procedure
 - a. The developer to be offered capacity is the one possessing the highest point total by the pre-determined Landis Sewerage Authority cut-off date.
 - b. In the event of a tie for a remaining segment of gallonage, the developer arriving at the highest point total first receives the offer.
 - c. If a tie still prevails, the capacity offer is divided equally.

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL**

X. RANKING PROCEDURE

- d. Should it not be feasible for a developer to accept a reduced allocation, it will not jeopardize his standing during the next allocation session.

- e. The basis to determine when a developer achieves his point total is when the Authority Board has approved the allocation update at its monthly meeting, with the base month being established by resolution.

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XI. FORM

RESIDENTIAL APPLICATION

Application No. _____

Date of Application: _____

Premises to be Connected: Block _____ Lot _____

Street Address of Premise: _____

Tax Map Sheet: _____

Name of Applicant: _____

Current Address of Applicant: _____

Telephone Number: _____ Email: _____

Name of Legal Owner of Parcel, if different than applicant: _____

NOTICE: Determination of allocation and billing will be made in accordance with the guidelines and standards of the Landis Sewerage Authority's Procedures and Allocation Manual.

Signature of Applicant: _____

DO NOT WRITE BELOW THIS LINE LSA USE ONLY

Date Application Received: _____

Upon field investigation, can this parcel be connected to the LSA system without the implementation of any extraordinary measures? Yes _____ No _____

Date

Field Representative

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XI. FORM

MULTI-FAMILY APPLICATION

1. **REQUIREMENTS:**

- A. Application to be filed in duplicate.
- B. The fee of 5%, or a minimum of \$500.00, of the estimated construction cost of the sewer improvement must accompany the application. Said fee will be placed in an escrow account for review of the application and inspection when constructed. Time expended in excess of the escrow will be billed accordingly. Conversely, any unexpended funds will be returned to the applicant.
- C. Application must be submitted at least 15 calendar days prior to the next regularly scheduled meeting of the Authority.
- D. If an approval is granted to this application, the list of conditions will be reported. Said list of conditions must be satisfied in order to achieve a final approval.

2. **APPLICANT:**

- A. Name: _____
- B. Address: _____

- C. Telephone #: _____ Email: _____
- D. Affiliation with Project: _____

3. **LEGAL OWNER OF PARCEL** (if other than applicant)

- A. Name: _____

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XI. FORM

B. Address: _____

C. Telephone #: _____ Email: _____

4. ENGINEER DESIGNING PROJECT

A. Name of Firm: _____

B. Contact: _____

C. Address: _____

D. Telephone #: _____ Email: _____

5. PROJECT:

A. Name: _____

B. Blk(s) _____ Lot(s) _____

C. Tax Map Sheet(s) _____

D. Street Address: _____

E. Total Acreage: _____

F. Buildable Acreage: _____

6. PROJECT TYPE

NO. OF UNITS

A. Single Family _____

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XI. FORM

- B. Townhouse _____
- C. Condominium _____
- D. Apartment _____
- E. Other: _____

7. TOTAL NUMBER OF DWELLING UNITS: _____

8. Total Estimate of Capacity Required: _____

(Provide calculations to support capacity estimate based on the Manual of Wastewater Engineering Collection and Pumping of Wastewater written by Metcalf & Eddy, Inc. or NJDEP regulations)

9. LIST OF ALL OTHER APPROVALS DATE APPROVED

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____

10. DESIGN CHARACTERISTICS:

- A. Can connection occur to an

**LANDIS SEWERAGE AUTHORITY
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XI. FORM

- adequate existing facility Y___ N___
- B. Where will project connect _____
- C. Are on-site sewer improvements necessary Y___ N___
- D. Will the on-site improvements be gravity or force main/pump station or both G___ F___ B___
- E. Are off-site sewer improvements necessary Y___ N___
- F. Will the off-site improvements be gravity or force main/pump station or both G___ F___ B___
11. ENGINEER'S ESTIMATE OF TOTAL SEWER IMPROVEMENTS, INCLUDING PUMP STATION, EASEMENTS AND RIGHT OF WAYS: \$ _____
12. OTHER CONSIDERATIONS:
- A. Will applicant dedicate to the LSA all off-site improvements Y___ N___
- B. Will applicant provide all necessary easements and right of ways to the LSA Y___ N___
- C. Will applicant post performance and maintenance bonds Y___ N___
13. LIST PLANS AND OTHER MATERIAL ACCOMPANYING APPLICATION:
- A. _____

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XI. FORM

B. _____

C. _____

D. _____

NOTICE: Determination of allocation and billing will be made in accordance with the guidelines and standards of the Landis Sewerage Authority's Procedures and Allocation Manual.

14. SIGNATURE OF APPLICANT: _____

DO NOT WRITE BELOW THIS LINE LSA USE ONLY

DATE RECEIVED _____

FEE COLLECTED _____

ACTION BY LSA: Date: _____ Approved _____ Disapproved _____

COMMENTS: _____

SIGNATURE OF AUTHORITY REPRESENTATIVE _____

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XI. FORM

COMMERCIAL APPLICATION

1. **REQUIREMENTS:**

- A. Application to be filed in duplicate.
- B. The fee of 5% or a minimum of \$500.00 of the estimated construction cost of the sewer improvement must accompany the application. Said fee will be placed in an escrow account for review of the application and inspection when constructed. Time expended in excess of the escrow will be billed accordingly. Conversely, any unexpended funds will be returned to the applicant. Please submit escrow check along with completed W-9 Form.
- C. Application must be submitted at least 15 calendar days prior to the next regularly scheduled meeting of the Authority.
- D. If an approval is granted to this application, the list of conditions will be reported. Said list of conditions must be satisfied in order to achieve a final approval.

2. **APPLICANT:**

- A. Name: _____
- B. Address: _____

- C. Telephone #: _____ Email: _____
- D. Affiliation with Project: _____

3. **LEGAL OWNER OF PARCEL** (if other than applicant)

- A. Name: _____
- B. Address: _____

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XI. FORM

C. Telephone #: _____ Email: _____

4. ENGINEER DESIGNING PROJECT

A. Name of Firm: _____

B. Contact: _____

C. Address: _____

D. Telephone #: _____ Email: _____

5. PROJECT:

A. Name: _____

B. Blk(s) _____ Lot(s) _____

C. Tax Map Sheet(s) _____

D. Street Address: _____

E. Total Acreage: _____

F. Buildable Acreage: _____

6. SQUARE FOOTAGE OF PROJECT: _____

7. ESTIMATE OF GALLONAGE REQUIRED: _____

(Provide calculations to support estimate based on the Manual of Wastewater Engineering Collection and Pumping of Wastewater, Metcalf & Eddy, Inc. or NJDEP regulations)

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XI. FORM

| | | |
|----|------------------------------------|----------------------|
| 8. | <u>LIST OF ALL OTHER APPROVALS</u> | <u>DATE APPROVED</u> |
| A. | _____ | _____ |
| B. | _____ | _____ |
| C. | _____ | _____ |
| D. | _____ | _____ |
| E. | _____ | _____ |
| F. | _____ | _____ |
| G. | _____ | _____ |

9. DESIGN CHARACTERISTICS:

| | | |
|----|--|----------------|
| A. | Can connection occur to an adequate existing facility | Y___ N___ |
| B. | Where will project connect | _____ |
| C. | Are on-site sewer improvements necessary | Y___ N___ |
| D. | Will the on-site improvements be gravity or force main/pump station or both | G___ F___ B___ |
| E. | Are off-site sewer improvements necessary | Y___ N___ |
| F. | Will the off-site improvements be gravity or force main/pump station or both | G___ F___ B___ |

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XI. FORM

10. ENGINEER'S ESTIMATE OF TOTAL SEWER IMPROVEMENTS, INCLUDING PUMP STATION, EASEMENTS AND RIGHT OF WAYS: \$ _____

11. OTHER CONSIDERATIONS:

A. Will applicant dedicate to the LSA all off-site improvements Y___ N___

B. Will applicant provide all necessary easements and right of ways to the LSA Y___ N___

C. Will applicant post performance and maintenance bonds Y___ N___

12. LIST PLANS AND OTHER MATERIAL ACCOMPANYING APPLICATION:

A. _____

B. _____

C. _____

D. _____

NOTICE: Determination of allocation and billing will be made in accordance with the guidelines and standards of the Landis Sewerage Authority's Procedures and Allocation Manual.

13. SIGNATURE OF APPLICANT: _____

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XI. FORM

DO NOT WRITE BELOW THIS LINE LSA USE ONLY

DATE RECEIVED _____

FEE COLLECTED _____

ACTION BY LSA: Date: _____ *Approved* _____ *Disapproved* _____

COMMENTS: _____

SIGNATURE OF AUTHORITY REPRESENTATIVE _____

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XI. FORM

INDUSTRIAL APPLICATION

1. REQUIREMENTS:

- A. Application to be filed in duplicate.
- B. The fee of 5% or a minimum of \$500.00 of the estimated construction cost of the sewer improvement must accompany the application. Said fee will be placed in an escrow account for review of the application and inspection when constructed. Time expended in excess of the escrow will be billed accordingly. Conversely, any unexpended funds will be returned to the applicant.
- C. Application must be submitted at least 15 days prior to the next regularly scheduled meeting of the Authority.
- D. If an approval is granted to this application, the list of conditions will be reported. Said list of conditions must be satisfied in order to achieve a final approval.

2. APPLICANT:

- A. Name: _____
- B. Address: _____

- C. Telephone #: _____ Email: _____
- D. Affiliation with Project: _____

3. LEGAL OWNER OF PARCEL (if other than applicant)

- A. Name: _____

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XI. FORM

B. Address: _____

C. Telephone #: _____ Email: _____

4. ENGINEER DESIGNING PROJECT

A. Name of Firm: _____

B. Contact: _____

C. Address: _____

D. Telephone #: _____ Email: _____

5. PROJECT:

A. Name: _____

B. Blk(s) _____ Lot(s) _____

C. Tax Map Sheet(s) _____

D. Street Address: _____

E. Total Acreage: _____

F. Buildable Acreage: _____

6. TYPE OF INDUSTRIAL DISCHARGE: _____

Applicant must provide a detailed analysis of how the industrial discharge will be pretreated so that the ultimate effluent will be equated to domestic discharge.

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XI. FORM

7. TOTAL ESTIMATE OF GALLONAGE REQUIRED: _____

(Provide calculations to support estimate based on the Manual of Wastewater Engineering Collection and Pumping of Wastewater written by Metcalf & Eddy, Inc. or NJDEP regulations)

8. LIST OF ALL OTHER APPROVALS DATE APPROVED

| | | |
|----|-------|-------|
| A. | _____ | _____ |
| B. | _____ | _____ |
| C. | _____ | _____ |
| D. | _____ | _____ |
| E. | _____ | _____ |
| F. | _____ | _____ |
| G. | _____ | _____ |

9. DESIGN CHARACTERISTICS:

- | | | |
|----|---|----------------|
| A. | Can connection occur to an adequate existing facility | Y___ N___ |
| B. | Where will project connect | _____ |
| C. | Are on-site sewer improvements necessary | Y___ N___ |
| D. | Will the on-site improvements be gravity or force main/pump station or both | G___ F___ B___ |

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XI. FORM

E. Are off-site sewer improvements necessary Y___ N___

F. Will the off-site improvements be gravity or force main/pump station or both G___ F___ B___

10. ENGINEER'S ESTIMATE OF TOTAL SEWER IMPROVEMENTS, INCLUDING PUMP STATION, EASEMENTS AND RIGHT OF WAYS: \$ _____

11. OTHER CONSIDERATIONS:

A. Will applicant dedicate to the LSA all off-site improvements Y___ N___

B. Will applicant provide all necessary easements and right of ways to the LSA Y___ N___

C. Will applicant post performance and maintenance bonds Y___ N___

12. LIST PLANS AND OTHER MATERIAL ACCOMPANYING APPLICATION:

A. _____

B. _____

C. _____

D. _____

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XI. FORM

***NOTICE:** Determination of allocation and billing will be made in accordance with the guidelines and standards of the Landis Sewerage Authority's Procedures and Allocation Manual.*

13. SIGNATURE OF APPLICANT: _____

DO NOT WRITE BELOW THIS LINE LSA USE ONLY

DATE RECEIVED _____

FEE COLLECTED _____

ACTION BY LSA: Date: _____ Approved _____ Disapproved _____

COMMENTS: _____

SIGNATURE OF AUTHORITY REPRESENTATIVE _____

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XI. FORM

PUBLIC FACILITY/PUBLIC HEALTH APPLICATION

1. REQUIREMENTS:

- A. Application to be filed in duplicate.
- B. The review fee is waived.
- C. Application must be submitted at least 15 calendar days prior to the next regularly scheduled meeting of the Authority.
- D. If an approval is granted to this application, the list of conditions will be reported. Said list of conditions must be satisfied in order to achieve a final approval.

2. APPLICANT:

- A. Name: _____
- B. Address: _____

- C. Telephone #: _____ Email: _____
- D. Affiliation with Project: _____

3. DESCRIPTION OF PROJECT:

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XI. FORM

4. ENGINEER DESIGNING PROJECT

A. Name of Firm: _____

B. Contact: _____

C. Address: _____

D. Telephone #: _____ Email: _____

5. PROJECT:

A. Name: _____

B. Blk(s) _____ Lot(s) _____

C. Tax Map Sheet(s) _____

D. Street Address: _____

E. Total Acreage: _____

F. Buildable Acreage: _____

6. NO. OF UNITS TO BE SERVICED OR SQUARE FOOTAGE OF BUILDING PROPOSED: _____

7. TOTAL ESTIMATE OF CAPACITY REQUIRED: _____

(Provide calculations to support estimate based on the Manual of Wastewater Engineering and Pumping of Wastewater written by Metcalf & Eddy, Inc. or NJDEP regulations)

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XI. FORM

8. LIST OF ALL OTHER APPROVALS DATE APPROVED

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| A. | | |
| B. | | |
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9. DESIGN CHARACTERISTICS:

- | | | |
|----|--|----------------|
| A. | Can connection occur to an adequate existing facility | Y___ N___ |
| B. | Where will project connect | _____ |
| C. | Are on-site sewer improvements necessary | Y___ N___ |
| D. | Will the on-site improvements be gravity or force main/pump station or both | G___ F___ B___ |
| E. | Are off-site sewer improvements necessary | Y___ N___ |
| F. | Will the off-site improvements be gravity or force main/pump station or both | G___ F___ B___ |

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XI. FORM

10. ENGINEER'S ESTIMATE OF TOTAL SEWER IMPROVEMENTS, INCLUDING PUMP STATION, EASEMENTS AND RIGHT OF WAYS: \$ _____

11. OTHER CONSIDERATIONS:

A. Will applicant dedicate to the LSA all off-site improvements Y____ N____

B. Will applicant provide all necessary easements and right of ways to the LSA Y____ N____

C. Will applicant post performance and maintenance bonds Y____ N____

12. LIST PLANS AND OTHER MATERIAL ACCOMPANYING APPLICATION:

A. _____

B. _____

C. _____

D. _____

NOTICE: Determination of allocation and billing will be made in accordance with the guidelines and standards of the Landis Sewerage Authority's Procedures and Allocation Manual.

13. SIGNATURE OF APPLICANT: _____

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XI. FORM

DO NOT WRITE BELOW THIS LINE LSA USE ONLY

DATE RECEIVED _____

FEE COLLECTED _____

ACTION BY LSA: Date: _____ Approved _____ Disapproved _____

COMMENTS: _____

SIGNATURE OF AUTHORITY REPRESENTATIVE _____

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XI. FORM

MULTI-FAMILY POINT ALLOCATION RANKING

| Developer | Planning 20 points | LSA 20 points | Water Dept. 10 points | Proximity 10 points | Prior Application 10 points | Total 70 points |
|-----------|-----------------------|------------------|--------------------------|------------------------|-----------------------------------|--------------------|
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XI. FORM

COMMERCIAL POINT ALLOCATION RANKING

| Developer | Planning 20 points | LSA 20 points | Water Dept. 10 points | Proximity 10 points | Prior Application 10 points | Total 70 points |
|-----------|-----------------------|------------------|--------------------------|------------------------|-----------------------------------|--------------------|
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XI. FORM

INDUSTRIAL POINT ALLOCATION RANKING

| Developer | Planning 20 points | LSA 20 points | Water Dept. 10 points | Proximity 10 points | Prior Application 10 points | Total 70 points |
|-----------|-----------------------|------------------|--------------------------|------------------------|-----------------------------------|--------------------|
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XI. FORM

PUBLIC FACILITY/PUBLIC HEALTH POINT ALLOCATION RANKING

| Developer | Planning 20 points | LSA 20 points | Water Dept. 10 points | Proximity 10 points | Prior Application 10 points | Total 70 points |
|-----------|-----------------------|------------------|--------------------------|------------------------|-----------------------------------|--------------------|
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(856)691-0551**

**XII. ALLOCATION AGREEMENT
SINGLE FAMILY RESIDENTIAL**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the LANDIS SEWERAGE AUTHORITY, (hereinafter called the "Authority") and _____, (hereinafter called the "Applicant").

WITNESSETH:

WHEREAS, a sewage allocation has been offered to the Applicant for one (1) block, pursuant to the allocation policy of the Authority approved and adopted on this 15th day of July, 2024, and

WHEREAS, the Developer has accepted the gallonage allocation for one (1) block in accordance with said allocation policy and the connection permit.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties and further consideration of the terms and covenants of this Agreement and the mutual benefits to be gained by the parties hereto; and in further consideration of the sum of one dollar (\$1.00) good and lawful money of the United States by and between the parties hereto at the execution of this Agreement, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: The Authority agrees to allocate sewage capacity at the Landis Sewerage Authority Wastewater Treatment Plant to the Applicant for one (1) EDU which is equivalent to 300 GPD.

SECTION 2: The Applicant understands and agrees that the allocation made herein is for Block _____, Lot _____ and shall not be transferred to any other location. In the event that the described allocation is to be conveyed/transferred to another party, the Applicant shall provide written notice to the Authority of its intention to make such a conveyance/transfer not less than thirty (30) days prior to the date that such conveyance/transfer is to become effective. Prior to said conveyance, the prospective purchaser/transferee shall agree in writing to the Authority that it will assume all obligations of the Applicant pursuant to this Agreement and be

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**XII. ALLOCATION AGREEMENT
SINGLE FAMILY RESIDENTIAL**

substituted therein by an amendment to this Agreement on the date of conveyance.

SECTION 3: The Applicant has requested the gallonage allocation granted for the construction or connection of one (1) single family home. The Applicant shall obtain a building permit to utilize that allocation within three (3) years from date of contract.

- A. The Applicant agrees to pay connection fees for the EDU allocated in accordance with the Authority's fee schedule in effect at such time. The connection fee shall be paid to the Authority upon issuance of this contract.
- B. A refund of the connection fee can be received within 90 days from date of the contract. Any request for refund must be made to the Authority in writing.
- C. After 90-day period has expired, the refund provision no longer is applicable.
- D. After a period of three (3) years, the Landis Sewerage Authority can rescind the allocation for non-use without refund of review charges. A reason for rescission would be if there existed applicants on the waiting list and no available capacity in this category from which to allocate. An extension of the three (3) year deadline for good cause may be granted in six (6) month intervals by the Landis Sewerage Authority at its sole discretion.

SECTION 4

- A. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. The terms, conditions and provisions of this Agreement shall

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**XII. ALLOCATION AGREEMENT
SINGLE FAMILY RESIDENTIAL**

ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but the terms, conditions and provisions of this Agreement shall not be deemed to be for the benefit of any other party.

- D. This Agreement may be executed in multiple copies and if so executed, each executed copy of the Agreement shall be deemed an original.

SECTION 5: Notice of any breach of this Agreement, or any other notice pursuant to this Agreement, shall be sent to the Authority at:

Mr. Anthony K. Tobolski
Executive Director
The Landis Sewerage Authority
1776 South Mill Road
Vineland, NJ 08360

Applicant Name, Address, Block and Lot

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and the corporate parties have caused the same to be executed by their proper corporate officers, all the day and year first above written.

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XII. ALLOCATION AGREEMENT
SINGLE FAMILY RESIDENTIAL**

LANDIS SEWERAGE AUTHORITY

ATTEST:

BY: _____

Date: _____

LEGAL OWNER OF PROPERTY

ATTEST:

BY: _____

Date: _____

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the LANDIS SEWERAGE AUTHORITY, (hereinafter called the "Authority") and _____ hereinafter called the "Owner").

WITNESSETH:

WHEREAS, a sewage allocation has been offered to the Owner for _____ block(s), pursuant to the allocation policy of the Authority approved and adopted on this 15th day of July, 2024, and

WHEREAS, the Owner has accepted the gallonage allocation for _____ block(s), in accordance with said allocation policy and for reasons set forth in the Authority's Allocation Resolution for the Owner's Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties and further consideration of the terms and covenants of this Agreement and the mutual benefits to be gained by the parties hereto; and in further consideration of the sum of One Dollar (\$1.00) good and lawful money of the United States by and between the parties hereto at the execution of this Agreement, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: The Authority agrees to allocate sewage capacity at the Landis Sewerage Authority Wastewater Treatment Plant to the Owner for _____ block(s) in accordance with Schedule "A".

SECTION 2: The Owner understands and agrees that the allocation made herein is for the development described in Schedule "A" and shall not be transferred to any other development project. In the event that the described development for which the allocation has been granted is to be conveyed/ transferred to another party, the Owner shall provide written notice to the Authority of its intention to make such a conveyance/transfer before it is to become

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

effective. Prior to said conveyance, the prospective purchaser/transferee shall agree in writing to the Authority that it will assume all obligations of the Owner pursuant to this Agreement and be substituted therein by an amendment to this Agreement on the date of conveyance.

SECTION 3: The Owner has requested the gallonage allocation granted in Section 1 of this Agreement and agrees to obtain building permits within 36 months from the date of this contract. Any additional gallonage allocation will only be offered to the Owner in accordance with the Authority's allocation policy.

- A. The Owner agrees to pay connection fees for the number of blocks allocated in accordance with the Authority's fee schedule in effect at such time. All connection fees for each phase of the Project shall be paid to the Authority no later than 45 calendar days from the date of this Agreement. The Landis Sewerage Authority will not endorse the Treatment Works Approval application until the connection fee is paid in full.
- B. Prior to the issuance of letter to the Building Inspector verifying final sewerage approval and payment of connection fees, the Owner agrees to provide to the Landis Sewerage Authority a Performance Guarantee in the form of a bond or letter of credit in the amount of 100% required for any off-tract sewer improvement and/or for any on-site sewer improvement to be dedicated to the LSA. Upon completion of the improvements, a one (1) year maintenance bond will be required. The bond must be in the amount of 15% of sewer construction cost as verified by the applicant and contractor and agreed upon by the LSA engineer. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the Owner shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.
- C. The Owner agrees that if it shall not be able to obtain 75% of the building permits within the 36-month period, part or all of the allocation relating to those units for that particular phase as to which building permits have not been issued shall then be rescinded by the Authority in accordance with applicable law and Authority policy.

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1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

- D. In such an event, the Authority may re-allocate any sewage capacity allocation which shall have been rescinded pursuant to Subsection C of this Agreement to another qualified application pursuant to Authority policy, and the Authority shall thereafter refund to the Owner the connection fees paid pursuant to Section 3A of this Agreement with respect to such allocation or part thereof, subject to Section 3F.

- E. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.

- F. A failure to comply with Section 3A, 3B and 3C of this Agreement shall be considered a breach of a material provision of this Agreement and the Owner shall forfeit its right to the gallonage allocation referred to in Section 1 of this Agreement and this Agreement shall be rendered null and void and of no further legal effect.

SECTION 4

- A. Should the Owner for any reason be unable to obtain all or part of his building permits within the 36-month period, the Authority may, at its option, agree with the Owner to a deviation from established requirement. In order for the Authority to consider any deviation, the Owner shall be required to state in writing to the Authority good cause as to the reason or reasons why the Owner requires such a deviation in order to complete the phasing schedule. The statement showing good cause must include a chronological history of the Development, with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the development plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not required to grant a deviation from the

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(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

phasing requirements. Exhibit 2 of the allocation policy (exemption form) has been provided for this purpose.

SECTION 5: This agreement is subject to provisions of applicable law and Authority policy.

SECTION 6: The payment of the connection fees to the Authority by the Owner at the time required by the Authority represents prepaid connections to the Authority in accordance with Schedule "A" herein and reserves those connections to the Owner. The Owner shall, at its own expense, construct all mains, pumping stations, lines and other appurtenances necessary to convey the sewage to existing sewerage facilities for the transportation of that sewage to the Landis Sewerage Authority Wastewater Treatment Plant, as shown on the plans and specifications which shall be filed by the Owner with the Authority and approved by the Authority Engineer.

SECTION 7: The Owner agrees to grant to the Authority such easements in its property as may be necessary for the Authority to maintain the sewer lines following construction of same by the Owner and acceptance of same by the Authority.

SECTION 8: Neither the Authority nor the Owner shall be deemed in default with respect to any of the terms, covenants or conditions of this Agreement if its failure to perform any term covenant or condition is due to any governmental regulation, strike, lock-out, labor dispute, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, act of God, fire or other casualty or other cause similar to those enumerated in this Section, beyond its control.

SECTION 9:

- A. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. The terms, conditions and provisions of this Agreement shall ensure to the

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(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but the terms, conditions and provisions of this Agreement shall not be deemed to be for the benefit of any other party.

- D. This Agreement may be executed in multiple copies and if so executed, each executed copy of the Agreement shall be deemed an original.
- E. Attached to this Agreement and made a part hereof is Schedule "A" which consists of one page.

SECTION 10: Notice of any breach of this Agreement, or any other notice pursuant to this Agreement, shall be sent to the Authority at:

Mr. Anthony K. Tobolski
Executive Director
1776 South Mill Road
Vineland, NJ 08360

Owner Name and Address

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(856)691-0551**

**XIII. ALLOCATION AGREEMENT
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and the corporate parties have caused the same to be executed by their proper corporate officers, on the day and year first above written.

LANDIS SEWERAGE AUTHORITY

ATTEST:

BY: _____

Date: _____

LEGAL OWNER OF PROPERTY

ATTEST:

BY: _____

Date: _____

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(856)691-0551**

**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

Corporation Acknowledgement

State of New Jersey

ss:

County of _____

I certify that on _____ day of _____, 20____, _____
personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the secretary of the corporation named in this agreement;
- (b) This person is the attesting witness to the signing of this agreement by the proper corporate officer of the corporation;
- (c) The agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this agreement;
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
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**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

Individual Acknowledgement

State of New Jersey

ss:

County of _____

Be it remembered, that on _____ day of _____, 20____,

personally came before me, who I am satisfied, is/are the person/persons named in and who executed the within instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their voluntarily act and deed for the purposes therein expressed. All of which is hereby certified.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

SCHEDULE "A"

LEGAL PROPERTY OWNER AND DEVELOPMENT ALLOCATION SCHEDULE

1. Legal Property Owner: _____
Development Name: _____
Development Location: Blk(s) _____ Lot(s) _____
2. Number of Dwelling Units: _____
3. Allocation in GPD: _____
4. Number of blocks: _____
5. Connection Fee: _____
6. Building Permits to be Obtained by: _____
(36 months from date of allocation)

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**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

**EXHIBIT 2
EXEMPTION FORM**

1. Types of Exemption

- A. Exemption 1 – waiver of imposed construction deadline.
- B. Exemption 2 – waiver to allow allocation of greater than 30,000 gpd per allocation round.

Exemption Applied For: 1 _____ 2 _____

II. Applicant Information

A. Name & Address: _____

B. Contact Person & Telephone Number & Email:

C. Block(s) _____ (Lot(s)) _____

D. Proposed Use of Property: _____

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**XIII. ALLOCATION AGREEMENT
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III. Status of Project (complete for Exemption 1)

A. If connection to the project or portion of the project in question requires an extension of the system, has the extension been completed?

Yes _____ No _____ N/A _____

B. When will the physical connection occur to the project or the portion of the project in question?

1-3 months _____ 4-6 months _____ 7-9 months _____ 10-12 months _____

C. If a subdivision for the project or the portion of the project in question is necessary, has the City of Vineland Planning Board granted same?

Yes _____ No _____ N/A _____

D. Has a building permit been received for the project or portion of the project in question?

Yes _____ No _____

E. List any other permits applicable and whether same has been filed for and received. Provide proof of date of filing or enclose copy of permits received.

| | <u>Permit Name</u> | <u>Date Filed</u> | <u>Date Received</u> |
|----|--------------------|-------------------|----------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

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**XIII. ALLOCATION AGREEMENT
MULTI-FAMILY**

IV. Project Expenses (complete for exemption 1)
(provide support documentation of expenses)

A. Listing any professional expenses incurred with regard to the actual development of this property, such as engineering, architectural and legal. Exclude fees associated with land acquisition.

1. Engineering

2. Architectural

3. Legal

4. Other

B. List any improvement, their cost and date of expenditures made to the property. Include such improvements as water, sewer, storm sewer, curbs, sidewalks, streets, fill, site clearance, grading, demolition, foundations or other related construction activity.

| <u>Improvement</u> | <u>Cost</u> | <u>Date Paid</u> |
|--------------------|-------------|------------------|
|--------------------|-------------|------------------|

1.

2.

3.

4.

5.

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MULTI-FAMILY**

C. What fees have been spent on permits necessary for the project?

| <u>Permit</u> | <u>Amount</u> |
|---------------|---------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

V. Need for gallonage greater than allowable (complete for exemption 2 only)

A. How many gallons in addition to the maximum allowable per allocation round are you seeking _____?

B. Is the extra gallonage required to complete the project in its entirety?

Yes _____ No _____

C. If the answer to the above is no, what are the reasons the applicant cannot wait for a subsequent allocation round? Are the reasons financial, phasing, technical, marketing, aesthetic or other? Please describe fully.

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**XIII. ALLOCATION AGREEMENT
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VI. Concluding Narrative

Please provide a brief summary of the reasons why your project should receive this exemption.

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the LANDIS SEWERAGE AUTHORITY, (hereinafter called the "Authority") and _____ (hereinafter called the "Owner").

WITNESSETH:

WHEREAS, a sewage allocation has been offered to the Owner for _____ block(s), pursuant to the allocation policy of the Authority approved and adopted on this 15th day of July, 2024, and

WHEREAS, the Owner has accepted the gallonage allocation for _____ block(s), in accordance with said allocation policy and for reasons set forth in the Authority's Allocation Resolution for the Owner's Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties and further consideration of the terms and covenants of this Agreement and the mutual benefits to be gained by the parties hereto; and in further consideration of the sum of One Dollar (\$1.00) good and lawful money of the United States by and between the parties hereto at the execution of this Agreement, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: The Authority agrees to allocate sewage capacity at the Landis Sewerage Authority Wastewater Treatment Plant to the Owner for _____ blocks in accordance with Schedule "A".

SECTION 2: The Owner understands and agrees that the allocation made herein is for the development described in Schedule "A" and shall not be transferred to any other development project. In the event that the described development for which the allocation has been granted is to be conveyed/ transferred to another party, the Owner shall provide written notice to the Authority of its intention to make such a conveyance/transfer before it is to become

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COMMERCIAL**

effective. Prior to said conveyance, the prospective purchaser/transferee shall agree in writing to the Authority that it will assume all obligations of the Owner pursuant to this Agreement and be substituted therein by an amendment to this Agreement on the date of conveyance.

SECTION 3: The Owner has requested the gallonage allocation granted in Section 1 of this Agreement and agrees to obtain building permits within 36 months from the date of this contract. Any additional gallonage allocation will only be offered to the Owner in accordance with the Authority's allocation policy.

- A. The Owner agrees to pay connection fees for the number of blocks A allocated in accordance with the Authority's fee schedule in effect at such time. All connection fees for each phase of the Project shall be paid to the Authority no later than 45 calendar days from the date of this Agreement. The Landis Sewerage Authority will not endorse the Treatment Works Approval application until the connection fee is paid in full.
- B. Prior to the issuance of letter to the Building Inspector verifying final sewerage approval and payment of connection fees, the Owner agrees to provide to the Landis Sewerage Authority a Performance Guarantee in the form of a bond or letter of credit in the amount of 100% required for any off-tract sewer improvement and/or for any on-site sewer improvement to be dedicated to the LSA. Upon completion of the improvements, a one (1) year maintenance bond will be required. The bond must be in the amount of 15% of sewer construction cost as verified by the applicant and contractor and agreed upon by the LSA engineer. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the Owner shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.
- C. The Owner agrees that if it shall not be able to obtain a building permit within the 36-month time period, the allocation shall then be rescinded by the Authority in accordance with applicable law and Authority policy.
- D. In such an event, the Authority may re-allocate any sewage capacity

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**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

allocation which shall have been rescinded pursuant to Subsection C of this Agreement to another qualified application pursuant to Authority policy, and the Authority shall thereafter refund to the Owner the connection fees paid pursuant to Section 3A of this Agreement with respect to such allocation or part thereof, subject to Section 3F.

- E. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.
- F. A failure to comply with Section 3A, 3B and 3C of this Agreement shall be considered a breach of a material provision of this Agreement and the Owner shall forfeit its right to the gallonage allocation referred to in Section 1 of this Agreement and this Agreement shall be rendered null and void and of no further legal effect.
- G. The Landis Sewerage Authority reserves the right to monitor the flow by obtaining City of Vineland Water Utility meter records for one (1) year after facilities are completed to determine that allocation requested and received is consistent with allocation being utilized. The LSA reserves the right to adjust the allocation by requesting additional allocation fees in the event that a higher gallonage amount is discharged on a per day basis as compared to what was previously requested. This review may also occur in subsequent years.

SECTION 4

- A. Should the Owner for any reason be unable to obtain all or part of his building permits within the 36-month period, the Authority may, at its option, agree with the Owner to a deviation from established requirement. In order for the Authority to consider any deviation, the

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Owner shall be required to state in writing to the Authority good cause as to the reason or reasons why the Owner requires such a deviation in order to complete the phasing schedule. The statement showing good cause must include a chronological history of the Development, with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the development plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not required to grant a deviation from the phasing requirements. Exhibit 2 of the allocation policy (exemption form) has been provided for this purpose.

SECTION 5: This agreement is subject to provisions of applicable law and Authority policy.

SECTION 6: The payment of the connection fees to the Authority by the Owner at the time required by Authority rules and regulations represents prepaid connections to the Authority in accordance with Schedule "A" herein and reserves those connections to the Owner. The Owner shall, at its own expense, construct all mains, pumping stations, lines and other appurtenances necessary to convey the sewage to existing sewerage facilities for the transportation of that sewage to the Landis Sewerage Authority Wastewater Treatment Plant, as shown on the plans and specifications which shall be filed by the Owner with the Authority and approved by the Authority Engineer

SECTION 7: The Owner agrees to grant to the Authority such easements in its property as may be necessary for the Authority to maintain the sewer lines following construction of same by the Owner and acceptance of same by the Authority.

SECTION 8: Neither the Authority nor the Owner shall be deemed in default with respect to any of the terms, covenants or conditions of this Agreement if its failure to perform any term covenant or condition is due to any governmental regulation, strike, lock-out, labor dispute, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, act of God, fire or other casualty or other cause similar to those enumerated in this Section, beyond its control.

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PROCEDURES AND ALLOCATION MANUAL
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**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

SECTION 9:

- A. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. The terms, conditions and provisions of this Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but the terms, conditions and provisions of this Agreement shall not be deemed to be for the benefit of any other party.
- D. This Agreement may be executed in multiple copies and if so executed, each executed copy of the Agreement shall be deemed an original.
- E. Attached to this Agreement and made a part hereof is Schedule "A" which consists of one page.

SECTION 10: Notice of any breach of this Agreement, or any other notice pursuant to this Agreement, shall be sent to the Authority at:

Mr. Anthony K. Tobolski
Executive Director
1776 South Mill Road
Vineland, NJ 08360

Owner Name and Address

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**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and the corporate parties have caused the same to be executed by their proper corporate officers, on the day and year first above written.

LANDIS SEWERAGE AUTHORITY

ATTEST:

BY: _____

Date: _____

LEGAL OWNER OF PROPERTY

ATTEST:

BY: _____

Date: _____

**LANDIS SEWERAGE AUTHORITY
PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

Corporation Acknowledgement

State of New Jersey

ss:

County of _____

I certify that on _____ day of _____, 20____, _____
personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the secretary of the corporation named in this agreement;
- (b) This person is the attesting witness to the signing of this agreement by the proper corporate officer of the corporation;
- (c) The agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this agreement;
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

Individual Acknowledgement

State of New Jersey

ss:

County of _____

Be it remembered, that on _____ day of _____, 20____,

personally came before me, who I am satisfied, is/are the person/persons named in and who executed the within instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their voluntarily act and deed for the purposes therein expressed. All of which is hereby certified.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

SCHEDULE "A"

LEGAL PROPERTY OWNER AND DEVELOPMENT ALLOCATION SCHEDULE

1. Legal Property Owner: _____
Development Name: _____
Development Location: Blk(s) _____ Lot(s) _____
2. Number of Dwelling Units: _____
3. Allocation in GPD: _____
4. Number of blocks: _____
5. Connection Fee: _____
6. Building Permits to be Obtained by: _____
(36 months from date of allocation)

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(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

**EXHIBIT 2
EXEMPTION FORM**

1. Types of Exemption

- A. Exemption 1 – waiver of imposed construction deadline.
- B. Exemption 2 – waiver to allow allocation of greater than 30,000 gpd per allocation round.

Exemption Applied For: 1 _____ 2 _____

II. Applicant Information

A. Name & Address: _____

B. Contact Person & Telephone Number & Email:

C. Block(s) _____ (Lot(s)) _____

D. Proposed Use of Property: _____

**LANDIS SEWERAGE AUTHORITY
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**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

III. Status of Project (complete for Exemption 1)

A. If connection to the project or portion of the project in question requires an extension of the system, has the extension been completed?

Yes _____ No _____ N/A _____

B. When will the physical connection occur to the project or the portion of the project in question?

1-3 months _____ 4-6 months _____ 7-9 months _____ 10-12 months _____

C. If a subdivision for the project or the portion of the project in question is necessary, has the City of Vineland Planning Board granted same?

Yes _____ No _____ N/A _____

D. Has a building permit been received for the project or portion of the project in question?

Yes _____ No _____

E. List any other permits applicable and whether same has been filed for and received. Provide proof of date of filing or enclose copy of permits received.

| <u>Permit Name</u> | <u>Date Filed</u> | <u>Date Received</u> |
|--------------------|-------------------|----------------------|
|--------------------|-------------------|----------------------|

- 1.
- 2.
- 3.
- 4.
- 5.

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(856)691-0551**

**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

IV. Project Expenses (complete for exemption 1)
(provide support documentation of expenses)

A. Listing any professional expenses incurred with regard to the actual development of this property, such as engineering, architectural and legal. Exclude fees associated with land acquisition.

1. Engineering

2. Architectural

3. Legal

4. Other

B. List any improvement, their cost and date of expenditures made to the property. Include such improvements as water, sewer, storm sewer, curbs, sidewalks, streets, fill, site clearance, grading, demolition, foundations or other related construction activity.

| <u>Improvement</u> | <u>Cost</u> | <u>Date Paid</u> |
|--------------------|-------------|------------------|
|--------------------|-------------|------------------|

1.

2.

3.

4.

5.

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1776 South Mill Road, Vineland, New Jersey 08360
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**XIV. ALLOCATION AGREEMENT
COMMERCIAL**

C. What fees have been spent on permits necessary for the project?

| <u>Permit</u> | <u>Amount</u> |
|---------------|---------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

V. Need for gallonage greater than allowable (complete for exemption 2 only)

A. How many gallons in addition to the maximum allowable per allocation round are you seeking _____?

B. Is the extra gallonage required to complete the project in its entirety?

Yes _____ No _____

C. If the answer to the above is no, what are the reasons the applicant cannot wait for a subsequent allocation round? Are the reasons financial, phasing, technical, marketing, aesthetic or other? Please describe fully.

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VI. Concluding Narrative

Please provide a brief summary of the reasons why your project should receive this exemption.

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the LANDIS SEWERAGE AUTHORITY, (hereinafter called the "Authority") and _____ (hereinafter called the "Owner").

WITNESSETH:

WHEREAS, a sewage allocation has been offered to the Owner for _____ block(s), pursuant to the allocation policy of the Authority approved and adopted on this 15th day of July, 2024, and

WHEREAS, the Owner has accepted the gallonage allocation for _____ block(s), in accordance with said allocation policy and for reasons set forth in the Authority's Allocation Resolution for the Owner's Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties and further consideration of the terms and covenants of this Agreement and the mutual benefits to be gained by the parties hereto; and in further consideration of the sum of One Dollar (\$1.00) good and lawful money of the United States by and between the parties hereto at the execution of this Agreement, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: The Authority agrees to allocate sewage capacity at the Landis Sewerage Authority Wastewater Treatment Plant to the Owner for _____ blocks in accordance with Schedule "A".

SECTION 2: The Owner understands and agrees that the allocation made herein is for the development described in Schedule "A" and shall not be transferred to any other development project. In the event that the described development for which the allocation has been granted is to be conveyed/transferred to another party, the Owner shall provide written notice to the Authority of its intention to make such a conveyance/transfer before it is to become effective. Prior to said conveyance, the prospective purchaser/transferee shall agree in writing to

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the Authority that it will assume all obligations of the Owner pursuant to this Agreement and be substituted therein by an amendment to this Agreement on the date of conveyance.

SECTION 3: The Owner has requested the gallonage allocation granted in Section 1 of this Agreement and agrees to obtain building permits within 36 months from the date of this contract. Any additional gallonage allocation will only be offered to the Owner in accordance with the Authority's allocation policy.

- A. The Owner agrees to pay connection fees for the number of blocks allocated in accordance with the Authority's fee schedule in effect at such time. All connection fees for each phase of the Project shall be paid to the Authority no later than 45 calendar days from the date of this Agreement. The Landis Sewerage Authority will not endorse the Treatment Works Approval application until the connection fee is paid in full.
- B. Prior to the issuance of letter to the Building Inspector verifying final sewerage approval and payment of connection fees, the Owner agrees to provide to the Landis Sewerage Authority a Performance Guarantee in the form of a bond or letter of credit in the amount of 100% required for any off-tract sewer improvement and/or for any on-site sewer improvement to be dedicated to the LSA. Upon completion of the improvements, a one (1) year maintenance bond will be required. The bond must be in the amount of 15% of sewer construction cost as verified by the applicant and contractor and agreed upon by the LSA engineer. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the Owner shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.
- C. The Owner agrees that if it shall not be able to obtain a building permit within the 36-month time period, the allocation shall then be rescinded by the Authority in accordance with applicable law and Authority policy .
- D. In such an event, the Authority may re-allocate any sewage capacity allocation which shall have been rescinded pursuant to Subsection C of

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INDUSTRIAL**

this Agreement to another qualified application pursuant to Authority policy, and the Authority shall thereafter refund to the Owner the connection fees paid pursuant to Section 3A of this Agreement with respect to such allocation or part thereof, subject to Section 3F.

- E. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.
- F. A failure to comply with Section 3A, 3B and 3C of this Agreement shall be considered a breach of a material provision of this Agreement and the Owner shall forfeit its right to the gallonage allocation referred to in Section 1 of this Agreement and this Agreement shall be rendered null and void and of no further legal effect.
- G. The Landis Sewerage Authority reserves the right to monitor the flow by obtaining City of Vineland Water Utility meter records for one (1) year after facilities are completed to determine that allocation requested and received is consistent with allocation being utilized. The LSA reserves the right to adjust the allocation by requesting additional allocation fees in the event that a higher gallonage amount is discharged on a per day basis as compared to what was previously requested. This review may also occur in subsequent years.

SECTION 4:

- A. Should the Owner for any reason be unable to obtain all or part of his building permits within the 36-month period, the Authority may, at its option, agree with the Owner to a deviation from established requirement. In order for the Authority to consider any deviation, the Owner shall be required to state in writing to the Authority good cause

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as to the reason or reasons why the Owner requires such a deviation in order to complete the phasing schedule. The statement showing good cause must include a chronological history of the Development, with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the development plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not required to grant a deviation from the phasing requirements. Exhibit 2 of the allocation policy (exemption form) has been provided for this purpose.

SECTION 5: This agreement is subject to provisions of applicable law and Authority policy.

SECTION 6: The payment of the connection fees to the Authority by the Owner at the time required by Authority rules and regulations represents prepaid connections to the Authority in accordance with Schedule "A" herein and reserves those connections to the Owner. The Owner shall, at its own expense, construct all mains, pumping stations, lines and other appurtenances necessary to convey the sewage to existing sewerage facilities for the transportation of that sewage to the Landis Sewerage Authority Wastewater Treatment Plant, as shown on the plans and specifications which shall be filed by the Owner with the Authority and approved by the Authority Engineer.

SECTION 7: The Owner agrees to grant to the Authority such easements in its property as may be necessary for the Authority to maintain the sewer lines following construction of same by the Owner and acceptance of same by the Authority.

SECTION 8: Neither the Authority nor the Owner shall be deemed in default with respect to any of the terms, covenants or conditions of this Agreement if its failure to perform any term covenant or condition is due to any governmental regulation, strike, lock-out, labor dispute, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, act of God, fire or other casualty or other cause similar to those enumerated in this Section, beyond its control.

SECTION 9:

**LANDIS SEWERAGE AUTHORITY
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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

- A. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. The terms, conditions and provisions of this Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but the terms, conditions and provisions of this Agreement shall not be deemed to be for the benefit of any other party.
- D. This Agreement may be executed in multiple copies and if so executed, each executed copy of the Agreement shall be deemed an original.
- E. Attached to this Agreement and made a part hereof is Schedule "A" which consists of one page.

SECTION 10: Notice of any breach of this Agreement, or any other notice pursuant to this Agreement, shall be sent to the Authority at:

Mr. Anthony K. Tobolski
Executive Director
1776 South Mill Road
Vineland, NJ 08360

Owner Name and Address

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and the corporate parties have caused the same to be executed by their proper corporate officers, on the day and year first above written.

LANDIS SEWERAGE AUTHORITY

ATTEST:

BY: _____

Date: _____

LEGAL OWNER OF PROPERTY

ATTEST:

BY: _____

Date: _____

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

Corporation Acknowledgement

State of New Jersey

ss:

County of _____

I certify that on _____ day of _____, 20____, _____
personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the secretary of the corporation named in this agreement;
- (b) This person is the attesting witness to the signing of this agreement by the proper corporate officer of the corporation;
- (c) The agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this agreement;
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

Individual Acknowledgement

State of New Jersey

ss:

County of _____

Be it remembered, that on _____ day of _____, 20____,

personally came before me, who I am satisfied, is/are the person/persons named in and who executed the within instrument, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as his/her/their voluntarily act and deed for the purposes therein expressed. All of which is hereby certified.

Signed and sworn to before me on this

_____ day of _____ 20____.

Notary Public

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

SCHEDULE "A"

LEGAL PROPERTY OWNER AND DEVELOPMENT ALLOCATION SCHEDULE

1. Legal Property Owner: _____
Development Name: _____
Development Location: Blk(s) _____ Lot(s) _____
2. Number of Dwelling Units: _____
3. Allocation in GPD: _____
4. Number of blocks: _____
5. Connection Fee: _____
6. Building Permits to be Obtained by: _____
(36 months from date of allocation)

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

**EXHIBIT 2
EXEMPTION FORM**

1. Types of Exemption

- A. Exemption 1 – waiver of imposed construction deadline.
- B. Exemption 2 – waiver to allow allocation of greater than 30,000 gpd per allocation round.

Exemption Applied For: 1 _____ 2 _____

II. Applicant Information

A. Name & Address: _____

B. Contact Person & Telephone Number:

C. Block(s) _____ (Lot(s)) _____

D. Proposed Use of Property: _____

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III. Status of Project (complete for Exemption 1)

A. If connection to the project or portion of the project in question requires an extension of the system, has the extension been completed?

Yes _____ No _____ N/A _____

B. When will the physical connection occur to the project or the portion of the project in question?

1-3 months _____ 4-6 months _____ 7-9 months _____ 10-12 months _____

C. If a subdivision for the project or the portion of the project in question is necessary, has the City of Vineland Planning Board granted same?

Yes _____ No _____ N/A _____

D. Has a building permit been received for the project or portion of the project in question?

Yes _____ No _____

E. List any other permits applicable and whether same has been filed for and received. Provide proof of date of filing or enclose copy of permits received.

| | <u>Permit Name</u> | <u>Date Filed</u> | <u>Date Received</u> |
|----|--------------------|-------------------|----------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

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**XV. ALLOCATION AGREEMENT
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IV. Project Expenses (complete for exemption 1)
(provide support documentation of expenses)

A. Listing any professional expenses incurred with regard to the actual development of this property, such as engineering, architectural and legal. Exclude fees associated with land acquisition.

1. Engineering

2. Architectural

3. Legal

4. Other

B. List any improvement, their cost and date of expenditures made to the property. Include such improvements as water, sewer, storm sewer, curbs, sidewalks, streets, fill, site clearance, grading, demolition, foundations or other related construction activity.

| <u>Improvement</u> | <u>Cost</u> | <u>Date Paid</u> |
|--------------------|-------------|------------------|
|--------------------|-------------|------------------|

1.

2.

3.

4.

5.

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INDUSTRIAL**

C. What fees have been spent on permits necessary for the project?

| <u>Permit</u> | <u>Amount</u> |
|---------------|---------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

V. Need for gallonage greater than allowable (complete for exemption 2 only)

A. How many gallons in addition to the maximum allowable per allocation round are you seeking _____?

B. Is the extra gallonage required to complete the project in its entirety?

Yes _____ No _____

C. If the answer to the above is no, what are the reasons the applicant cannot wait for a subsequent allocation round? Are e the reasons financial, phasing, technical, marketing, aesthetic or other? Please describe fully.

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**XV. ALLOCATION AGREEMENT
INDUSTRIAL**

VI. Concluding Narrative

Please provide a brief summary of the reasons why your project should receive this exemption.

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PROCEDURES AND ALLOCATION MANUAL
1776 South Mill Road, Vineland, New Jersey 08360
(856)691-0551**

**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the LANDIS SEWERAGE AUTHORITY, (hereinafter called the "Authority") and _____ (hereinafter called the "Owner").

WITNESSETH:

WHEREAS, a sewage allocation has been offered to the Owner for _____ block(s), pursuant to the allocation policy of the Authority approved and adopted on this 15th day of July, 2024, and

WHEREAS, the Owner has accepted the gallonage allocation for _____ block(s), in accordance with said allocation policy and for reasons set forth in the Authority's Allocation Resolution for the Owner's Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties and further consideration of the terms and covenants of this Agreement and the mutual benefits to be gained by the parties hereto; and in further consideration of the sum of One Dollar (\$1.00) good and lawful money of the United States by and between the parties hereto at the execution of this Agreement, receipt of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: The Authority agrees to allocate sewage capacity at the Landis Sewerage Authority Wastewater Treatment Plant to the Owner for _____ blocks in accordance with Schedule "A".

SECTION 2: The Owner understands and agrees that the allocation made herein is for the development described in Schedule "A" and shall not be transferred to any other development project. In the event that the described development for which the allocation has been granted is to be conveyed/transferred to another party, the Owner shall provide written notice to the Authority of its intention to make such a conveyance/transfer before it is to become effective. Prior to said conveyance, the prospective purchaser/transferee shall agree in writing to

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PUBLIC FACILITY/PUBLIC HEALTH**

the Authority that it will assume all obligations of the Owner pursuant to this Agreement and be substituted therein by an amendment to this Agreement on the date of conveyance.

SECTION 3: The Owner has requested the gallonage allocation granted in Section 1 of this Agreement and agrees to obtain building permits within 36 months from the date of this contract. Any additional gallonage allocation will only be offered to the Owner in accordance with the Authority's allocation policy.

- A. The Owner agrees to pay connection fees for the number of blocks allocated in accordance with the Authority's fee schedule in effect at such time. All connection fees for each phase of the Project shall be paid to the Authority no later than 45 calendar days from the date of this Agreement. The Landis Sewerage Authority will not endorse the Treatment Works Approval application until the connection fee is paid in full.
- B. Prior to the issuance of letter to the Building Inspector verifying final sewerage approval and payment of connection fees, the Owner agrees to provide to the Landis Sewerage Authority a Performance Guarantee in the form of a bond or letter of credit in the amount of 100% required for any off-tract sewer improvement and/or for any on-site sewer improvement to be dedicated to the LSA. Upon completion of the improvements, a one (1) year maintenance bond will be required. The bond must be in the amount of 15% of sewer construction cost as verified by the applicant and contractor and agreed upon by the LSA engineer. In the event that the LSA has not accepted dedication of the sewer improvements within one year, the Owner shall post a renewed performance bond/bank letter of credit annually until the project is completed and LSA has accepted dedication of the improvements.
- C. The Owner agrees that if it shall not be able to obtain a building permit within the 36-month time period, the allocation shall then be rescinded by the Authority in accordance with applicable law and Authority policy .
- D. In such an event, the Authority may re-allocate any sewage capacity allocation which shall have been rescinded pursuant to Subsection C of

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PUBLIC FACILITY/PUBLIC HEALTH**

this Agreement to another qualified application pursuant to Authority policy, and the Authority shall thereafter refund to the Owner the connection fees paid pursuant to Section 3A of this Agreement with respect to such allocation or part thereof, subject to Section 3F.

- E. Should rescission of capacity for all or part of the allocation be authorized, the applicant is entitled to a refund of connection permit fees only. A connection fee refund request prior to 36 months is 100% refundable. After 36 months, a maximum 95% of the unused connection fee will be refunded. Any review fees paid are not refundable. Any review fees paid are not refundable. The return of any connection permit fees are based on the unused capacity and payable upon receipt of payment from the subsequent applicant for gallonage.
- F. A failure to comply with Section 3A, 3B and 3C of this Agreement shall be considered a breach of a material provision of this Agreement and the Owner shall forfeit its right to the gallonage allocation referred to in Section 1 of this Agreement and this Agreement shall be rendered null and void and of no further legal effect.
- G. The Landis Sewerage Authority reserves the right to monitor the flow by obtaining City of Vineland Water Utility meter records for one (1) year after facilities are completed to determine that allocation requested and received is consistent with allocation being utilized. The LSA reserves the right to adjust the allocation by requesting additional allocation fees in the event that a higher gallonage amount is discharged on a per day basis as compared to what was previously requested. This review may also occur in subsequent years.

SECTION 4:

- A. Should the Owner for any reason be unable to obtain all or part of his building permits within the 36-month period, the Authority may, at its option, agree with the Owner to a deviation from established requirement. In order for the Authority to consider any deviation, the Owner shall be required to state in writing to the Authority good cause

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PUBLIC FACILITY/PUBLIC HEALTH**

as to the reason or reasons why the Owner requires such a deviation in order to complete the phasing schedule. The statement showing good cause must include a chronological history of the Development, with exhibits, demonstrating a bona fide effort to pursue the project and an attached schedule reflecting the development plans, together with a revised construction timetable. Notwithstanding the submission of such documentation, the Authority is not required to grant a deviation from the phasing requirements. Exhibit 2 of the allocation policy (exemption form) has been provided for this purpose.

SECTION 5: This agreement is subject to provisions of applicable law and Authority policy.

SECTION 6: The payment of the connection fees to the Authority by the Owner at the time required by Authority rules and regulations represents prepaid connections to the Authority in accordance with Schedule "A" herein and reserves those connections to the Owner. The Owner shall, at its own expense, construct all mains, pumping stations, lines and other appurtenances necessary to convey the sewage to existing sewerage facilities for the transportation of that sewage to the Landis Sewerage Authority Wastewater Treatment Plant, as shown on the plans and specifications which shall be filed by the Owner with the Authority and approved by the Authority Engineer.

SECTION 7: The Owner agrees to grant to the Authority such easements in its property as may be necessary for the Authority to maintain the sewer lines following construction of same by the Owner and acceptance of same by the Authority.

SECTION 8: Neither the Authority nor the Owner shall be deemed in default with respect to any of the terms, covenants or conditions of this Agreement if its failure to perform any term covenant or condition is due to any governmental regulation, strike, lock-out, labor dispute, civil commotion, or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, act of God, fire or other casualty or other cause similar to those enumerated in this Section, beyond its control.

SECTION 9:

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PROCEDURES AND ALLOCATION MANUAL
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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

- A. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. The terms, conditions and provisions of this Agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, but the terms, conditions and provisions of this Agreement shall not be deemed to be for the benefit of any other party.
- D. This Agreement may be executed in multiple copies and if so executed, each executed copy of the Agreement shall be deemed an original.
- E. Attached to this Agreement and made a part hereof is Schedule "A" which consists of one page.
- F. This Agreement has been approved by appropriate Resolution of the governing body of the municipal owner.

SECTION 10: Notice of any breach of this Agreement, or any other notice pursuant to this Agreement, shall be sent to the Authority at:

Mr. Anthony K. Tobolski
Executive Director
1776 South Mill Road
Vineland, NJ 08360

Owner Name and Address

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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and the corporate parties have caused the same to be executed by their proper corporate officers, on the day and year first above written.

LANDIS SEWERAGE AUTHORITY

ATTEST:

BY: _____

Date: _____

LEGAL OWNER OF PROPERTY

ATTEST:

BY: _____

Date: _____

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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

Public/Private Entity Acknowledgement

State of New Jersey

ss:

County of _____

I certify that on _____ day of _____, 20____, _____
personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) This person is the secretary of the public/private entity named in this agreement;
- (b) This person is the attesting witness to the signing of this agreement by the proper officer of the public/private entity;
- (c) The agreement was signed and delivered by the public/private entity as its voluntary act duly authorized by a proper resolution of governing body;
- (d) This person knows the proper seal of the public/private entity which was affixed to this agreement;
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on this

_____ day of _____ 20_____.

Notary Public

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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

SCHEDULE "A"

LEGAL PROPERTY OWNER AND DEVELOPMENT ALLOCATION SCHEDULE

1. Legal Property Owner: _____
Development Name: _____
Development Location: Blk(s) _____ Lot(s) _____
2. Number of Dwelling Units: _____
3. Allocation in GPD: _____
4. Number of blocks: _____
5. Connection Fee: _____
6. Building Permits to be Obtained by: _____
(36 months from date of allocation)

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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

**EXHIBIT 2
EXEMPTION FORM**

1. Types of Exemption

- A. Exemption 1 – waiver of imposed construction deadline.
- B. Exemption 2 – waiver to allow allocation of greater than 30,000 gpd per allocation round.

Exemption Applied For: 1 _____ 2 _____

II. Applicant Information

A. Name & Address: _____

B. Contact Person & Telephone Number:

C. Block(s) _____ (Lot(s)) _____

D. Proposed Use of Property: _____

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**XVI. ALLOCATION AGREEMENT
PUBLIC FACILITY/PUBLIC HEALTH**

III. Status of Project (complete for Exemption 1)

A. If connection to the project or portion of the project in question requires an extension of the system, has the extension been completed?

Yes _____ No _____ N/A _____

B. When will the physical connection occur to the project or the portion of the project in question?

1-3 months _____ 4-6 months _____ 7-9 months _____ 10-12 months _____

C. If a subdivision for the project or the portion of the project in question is necessary, has the City of Vineland Planning Board granted same?

Yes _____ No _____ N/A _____

D. Has a building permit been received for the project or portion of the project in question?

Yes _____ No _____

E. List any other permits applicable and whether same has been filed for and received. Provide proof of date of filing or enclose copy of permits received.

| | <u>Permit Name</u> | <u>Date Filed</u> | <u>Date Received</u> |
|----|--------------------|-------------------|----------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

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**XVI. ALLOCATION AGREEMENT
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IV. Project Expenses (complete for exemption 1)
(provide support documentation of expenses)

A. Listing any professional expenses incurred with regard to the actual development of this property, such as engineering, architectural and legal. Exclude fees associated with land acquisition.

1. Engineering

2. Architectural

3. Legal

4. Other

B. List any improvement, their cost and date of expenditures made to the property. Include such improvements as water, sewer, storm sewer, curbs, sidewalks, streets, fill, site clearance, grading, demolition, foundations or other related construction activity.

| <u>Improvement</u> | <u>Cost</u> | <u>Date Paid</u> |
|--------------------|-------------|------------------|
|--------------------|-------------|------------------|

1.

2.

3.

4.

5.

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C. What fees have been spent on permits necessary for the project?

| <u>Permit</u> | <u>Amount</u> |
|---------------|---------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

V. Need for gallonage greater than allowable (complete for exemption 2 only)

A. How many gallons in addition to the maximum allowable per allocation round are you seeking _____?

B. Is the extra gallonage required to complete the project in its entirety?

Yes _____ No _____

C. If the answer to the above is no, what are the reasons the applicant cannot wait for a subsequent allocation round? Are the reasons financial, phasing, technical, marketing, aesthetic or other? Please describe fully.

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VI. Concluding Narrative

Please provide a brief summary of the reasons why your project should receive this exemption.