EXHIBIT F5

JOINT TREATMENT AGREEMENT, DATED OCTOBER 5, 1959, AMONG THE EAST NORRITON-PLYMOUTH JOINT SEWER AUTHORITY, THE TOWNSHIP OF EAST NORRITON, THE TOWNSHIP OF PLYMOUTH, THE EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY AND THE PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY

JOINT TREATMENT AGREEMENT

5th day of states, 1959 (the THIS AGREEMENT, made this "Agreement" among EAST NORRITON-PLYMOUTH JOINT SEWER AUTHORITY, a municipality authority, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Treatment Plant Authority"); the TOWNSHIP OF EAST NORRITON, a municipal corporation, Montgomery County, Pa. (hereivafter called "Municipality" or "East Norriton"); the TOWNSHIP OF PLYMOUTH, also a municipal corporation, Montgomery County, Pa. (hereinafter called "Municipality" or "Plymouth"); (and both East Norriton and Plymouth being hereinsfter sometimes collectively called "Municipalities"); EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY, also a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Collection System Authority" or "East Norriton Authority") and PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY, also a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Collection System Authority" or "Plymouth Authority"); (and both Easy Norriton Authority and Plymouth Authority being hereinafter sometimes collectively called "Collection System Authorities");

WITNESSETH:

WHEREAS, the Municipalities have jointly caused the Treatment Plant Authority to be organized under the Municipality Authorities Act of 1945, P.L. 382, as amended, for the purpose, <u>inter alia</u>, of constructing, maintaining and operating sewage treatment works, including works for the treating and disposal of industrial waste; and

WHEREAS, to finance the cost of construction of a sewage treatment plant and out-fall sewers, and in connection therewith, a certain joint intercepting sewer, a joint pumping station and force main, and all appurtemant facilities, on certain real estate and certain interests in real estate acquired by Treatment Plant Authority (the "Treatment Plant"). Treatment Plant Authority intends to issue its sewage treatment revenue bonds - series of 1959 (the "Treatment Plant Revenue Bonds") under a trust

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indenture (the "Treatment Plant Indenture"), with a corporate trustee (the "Treatment Plant Trustee"), to be secured by the pledge to the Treatment Plant Trustee of all revenues of the Treatment Plant Authority derived from or in connection with the Treatment Plant; and

WHEREAS, each Municipality has caused to be organized under the Municipality Authorities Act of 1945, P.L. 382, as amended, separate Municipality Authorities in the respective Townships, called the East Norriton Township Municipal Authority and Plymouth Township Municipal Authority, respectively, each with the power, <u>inter alia</u>, of constructing and leasing, as lessor, sewer collection systems in portions of the respective Townships, the location of which are shown on plans hereinafter referred to and the description of the outside lines of which areas are set forth in Exhibits A and B hereto attached and made a part hereof isaid sewer collection systems being hereinafter sometimes referred to as the "Collection Systems" collectively or each "Collection System"

WHEREAS, to finance the cost of construction of the respective Collection Systems, each Collection System Authority intends to issue its separate sewer collection revenue bonds - series of 1959 (the "Collection System Revenue Bonds"), each series under a separate trust indenture, (the "Collection System Indentures"), each with a corporate trustee, (the "Collection System Trustee"), each to be secured by assignment and pledge to the Collection System Trustee of all revenues, rentals and moneys of the respective Collection System Authority derived from, or in connection with, its respective Collection System, including assessments and including the assignment and pledge of two certain leases and the rentals payable thereunder, from each respective Collection System Authority, as lessor, to each respective Municipality, as lessee; and

WHEREAS, each of said two leases (the "Collection System Leases") is to be dated the same date as the Treatment Plant Revenue Bonds and the Collection System Revenue Bonds and is to be for a period of years, coextensive with the last maturity date of any of said Bonds; and

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WHEREAS, under the Collection System Leases the respective Municipalities are to operate and maintain, including insure, the respective Collection Systems and said operation contemplates the payments to be made by each Municipality for sewage treatment service under this Agreement and the performance of the covenants hereinafter set forth; and

WHEREAS, Treatment Flant Authority is willing to receive into the Treatment Plant, sewage which is to be collected in the Collection System;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the said Treatment Plant Authority, the said Municipalities, and the said Collection System Authorities, parties hereto, do hereby severally agree, each for itself, and not for any other of such parties as follows:

ARTICLE I

Construction and Operation of the Treatment Plant

1.01 The Treatment Plant Authority agrees to cause bids to be advertised and received for the construction of the Treatment Plant coincidently, as nearly as may be practicable, with the advertisement and receipt by each Collection System Authority of bids for the construction of its respective Collection System. The construction of the Treatment Plant is to be undertaken in accordance with plans and specifications prepared by Albright & Friel, Inc., Consulting Engineers, Fhiladelphia, Pa. (the "Consulting Engineers"), and approved by the Sanitary Water Board of the Commonwealth of Fennsylvania and by the United States Department of Health, Education and Welfare, if applicable.

1.02 Treatment Plant Authority agrees that it will proceed with reasonable dispatch to construct the Treatment Plant and will complete the same at a time to be agreed upon by the parties hereto so that sewage may be treated therein at the time, as nearly as may be practicable, of the completion of the respective Collection Systems.

1.03 Subject to the limitations hereinafter set forth, Treatment Plant Authority herewith grants to the Municipalities or the Collection System Authorities the perpetual right to connect the Collection Systems with the Treatment Plant. Such connections shall be at such locations as

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may be agreed upon by the Treatment Plant Authority and the respective Municipalities or Collection System Authorities, and such connections shall be made and maintained at the sole expense of the respective Municipalities or Collection System Authorities.

1.04 The Treatment Plant Authority shall at its own cost and expense operate and maintain the Treatment Plant and treat and dispose of the sewage delivered thereto in a manner approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and by the United States Department of Health, Education and Welfare, if applicable. The Treatment Plant Authority agrees to continue to operate the Treatment Plant at its highest efficiency, save only in the event of any act of God, war or public calamity not within the control of the Treatment Plant Authority, and then and in such event there may be a cessation until the cause of such cessation shall be eliminated.

ARTICLE II

Construction and Operation of the Collection Systems

2.01 The Collection System Authorities agree to cause bids to be advertised and received for the construction of the respective Collection Systems coincidently, as nearly as may be practicable, with the advertisement and receipt by the Treatmont Plant Authority of bids for the construction of the Treatmont Plant. The construction of the Collection Systems is to be undertaken in accordance with plans and specifications prepared by Consulting Engineers and approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and the United States Department of Health, Education and Welfare, if applicable.

2.02 The Collection System Authorities agree that they will proceed with reasonable dispatch to construct the Collection Systems and will complete the same at a time to be agreed upon by the parties hereto so that sewage may be delivered to the Treatment Plant at the time, as nearly as may be practicable, of the completion thereof.

2.03 Subject to the limitations hereinafter set forth, the Municipalities or the Collection System Authorities agree that the respective

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Collection Systems will be connected perpetually with the Treatment Plant and that all sewage collected therein will be delivered to the Treatment Plant.

2.04 The Municipalities or the Collection System Authorities shall at their own cost and expense operate and maintain the respective Collection Systems and collect and transport sewage therein and therefrom to the Treatment Plant in a manner approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and by the United States Department of Health, Education and Welfare, if applicable. The Municipalities or the Collection System Authorities agree to continue to operate the respective Collection Systems at their highest efficiency, save only in the event of any act of God, war or public calamity not within the control of the Municipalities or the Collection System Authorities, and then and in such event there may be a cessation until the cause of such cessation shall be eliminated.

ARTICLE III

Payments for Sewage Treatment and Sewage Collection

3.01 Uniform Rates and Charges for Treatment: The Treatment Plant Authority shall charge the Municipalities or the Collection System Authorities for sewage treatment service for each connection to the Collection Systems maintained during each quarterly period, in accordance with a schedule of rates and charges which shall be adopted by Treatment Flant Authority as soon as practicable after the sale of the Treatment Plant Revenue Bonds, but prior to the delivery thereof. Such schedule of rates and charges shall be based on the volume of water used, where property is metered, and on a flat rate or fixture count, where property is not metered, and shall be uniform in its application to the various classifications of properties in both Municipalities receiving sewage treatment service. Each Municipality covenants that it will include such schedule of rates and charges for sewage treatment service in its ordinance (more specifically referred to in Section 3.04) imposing sewar rentals upon the users of the respective Collection Systems, shall collect

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such sewage treatment charges as a portion of the charges for the use of the respective Collection Systems.

3.02 <u>Sufficiency of Estes and Charges for Treatment</u>: Rates and charges imposed on the Municipalities or Collection System Authorities for sewage treatment service under Section 3.01 shall be at least such that the total amount to be collected thereunder, together with any other revenues of Treatment Plant Authority derived from or in connection with the Treatment Plant, will be sufficient to provide funds for the following purposes:

(a) to pay, in each year, the reasonable administration expenses of Treatment Plant Authority in connection with the Treatment Plant, including, in each year, the reasonable compensation and expenses of the Treatment Plant Trustee;

(b) to pay, in each year, the reasonable expenses of Treatment Plant Authority of operating, maintaining and repairing, including insuring, the Treatment Plant and making renewals and replacements thereto and all ordinary improvements which may be necessary or proper to maintain adequate service as determined by the Consulting Engineers; and

(c) to provide an amount which, calculated at the time of issuance of the bonds, will over the stated life of the Treatment Plant Revenue Bonds, together with the period covered by the life of any additional bonds issued in accordance with Section 5.01, produce aggregate net revenues, after paying the aggregate expenses provided for in (a) and (b) above, during such period, equal to at least 125% of the total debt service requirements during such period and equal to at least 110% of the debt service requirements in each year of such period.

3.03 <u>Increase of Payments for Treatment</u>: Should it appear to the Treatment Plant Authority that payments made by the Municipalities or Collection System Authorities pursuant to the schedule of rates and charges provided for in Section 3.01 are insufficient to comply with the requirements of Section 3.02, it will revise its schedule of rates and

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charges accordingly, and each Municipality or each Collection System Authority agrees that upon request of the Treatment Plant Authority it will immediately revise its sever rental ordinance in order to comply therewith.

3.04 Sufficiency of Sever Rentals and Charges Imposed by Municipalities: Each Municipality covenants that it will enact, and will keep in full force and effect during the term of its respective Collection System Lesse, an ordinance or ordinances imposing annual sewer rentals and other charges upon the users of the respective Collection System leased thereunder, and will require all owners of improved property adjoining, or abutting on, or adjacent to, the respective Collection System to connect with said System and will provide for the filing and collection of liens for delinquent sever rentals, impose fines or penalties, or otherwise provide for the enforcement thereof, as may be permitted by law. It is understood and agreed that each Municipality shall make every effort to collect such delinquent sewer rentals and will not make any settlement whereby the amount obtained in payment thereof will be less than the total sum due thereon for sewage treatment service without the prior approval of the Treatment Plant Authority. Each Municipality further covenants that the total of such rentals and charges made for the use of the Collection System, including sewage treatment service, shall be at least such that the amounts which may reasonably be collected annually therefrom, together with any other money received from or in connection with the respective Collection System will be sufficient to provide funds:

(a) for the payment of the annual expenses for the operation, maintenance (including insurance), repair, alteration, inspection and other ordinary expenses in relation to the respective Collection System, particularly including any periodic payments required under Article III of this Agreement for the treatment and disposal of sewage from the respective Collection System, and for making of necessary renewals and replacements and ordinary improvements thereto in order to

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maintain adequate service, including income, profits, property, or franchise taxes, if any, payable by each Municipality in relation to its Collection System;

(b) for the payment of rental payable in that year to the respective Collection System Authority under the respective Collection Lease and any supplements thereto; and

(c) to establish a margin of at least 5% of (b) above. Should the amount collected or received by each Municipality from or in connection with the respective Collection System in any one year be less than the total requirements under (a), (b) and (c) above, each Municipality covenants that it will increase the sewer rentals and other charges, or otherwise adjust the same, so that the amounts to be collected therefrom shall comply with the requirements of this Section and shall make up any deficiencies for the previous year or years.

Should either Collection Lease be terminated and should either Collection System Authority then be in possession of its Collection System, such Authority covenants that it will continue to impose sewer rentals and other charges sufficient to comply with the requirements of this Section, as though such Lease has not been terminated.

Plymouth and Plymouth Authority agree that they will provide in their Collection System Lease that, to the extent on any payment date, the amount to the credit of the separate sewer revenue account maintained by Plymouth is insufficient to pay any sums then due said Authority, Plymouth will pay or make provision for the payment of such deficiency out of any other available current revenues of the Township and if such revenues be insufficient for that purpose, Plymouth will include the unpaid amount in its budget for the ensuing fiscal year.

East Norriton and East Norriton Authority agree that they will provide in their Collection System Lease that, to the extent on any payment date the amount to the credit of the separate sewer revenue account maintained by East Norriton is insufficient to pay any sums then due said Authority, East Norriton will, if, as and when it is authorized

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by law to do so, pay or make provision for the payment of such deficiency out of any other available current revenues of the Township and if such revenues be insufficient for that purpose, East Norriton will, if, as and when it is authorized by law to do so, include the unpaid amount in its budget for the ensuing fiscal year.

3.05 Billings and Payments: Immediately following the end of the first quarterly period during which the respective Collection Systems become useable and at the end of each quarterly period thereafter, each Municipality or Collection System Authority agrees to cause bills to be dated and rendered to all of the users of the respective Collection Systems, which bills shall include charges for sewage treatment service pursuant to the schedule of rates and charges provided for in Section 3.01. Information concerning all such bills shall be furnished to the Treatment Plant Authority, and shall be itemized in sufficient detail in respect to sewage treatment service to enable Treatment Plant Authority to determine whether its then current schedule of rates and charges is being properly applied. Within 60 days after the end of each such quarterly period, each Municipality or each Collection System Authority shall pay to the Treatment Plant Trustee the face amount of the aggregate of all billings so rendered by it. In the case of East Norriton, such payments shall be made out of the separate sewer revenue account maintained under its Collection System Lease with East Norriton Authority or out of any other revenues which may be lawfully applied to such purpose. In the case of Plymouth, such payments shall be made out of the separate sewer revenue account maintained under its Collection System Lease with Plymouth Authority or out of any other available current revenues of said Township. Such payments are to be made by each Municipality in consideration of the services rendered by Treatment Plant Authority, which will effect compliance by each Municipality with the duty imposed upon it by law to cease the pollution of the waters of the Commonwealth of Pennsylvania. It is understood and agreed that the payments required under this Article III, are to be made to the Treatment Plant Trustee; and the Treat-

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ment Plant Authority hereby directs each Municipality or each Collection System Authority, and each Municipality or each Collection System Authority hereby agrees, to make such payments to the Treatment Plant Trustee.

3.06 <u>Inspection</u>: The financial records, all connections in, and all meters or measuring devices of, each Municipality or its Collection System Authority in relation to the Collection System shall, at all reasonable times, be available for inspection by Treatment Plant Authority. The financial records of Treatment Plant Authority shall likewise, at all reasonable times, be available for inspection by each Municipality or its respective Collection System Authority.

ARTICLE IV

Liabilities

4.01 The Municipalities and the Collection System Authorities shall not be held to be jointly liable in the event of the failure of any of the others to perform and discharge their respective obligations and undertakings under this Agreement, it being the intent hereof that this is a separate Agreement of each of the Municipalities and Collection System Authorities named herein, and grouped for convenience as parties, and not their joint obligation; and that none thereof will, or shall be in any way liable for the performance or non-performance of such undertaking by the other of such parties, nor for any joint responsibility of any sort hereunder; nor shall the default of any Municipality or Collection System Authority as to any obligation hereunder relieve any other Municipality or Collection System Authority parties to this Agreement from its obligations and compliance with the terms thereof.

4.02 All covenants, duties, rights or obligations of each Municipality under this Agreement where stated disjunctively, also to be the covenants, duties, rights or obligations of each Collection System Authority shall be the covenant, duty, right or obligation of the respective Municipality so long as it is in possession of, and operating, the respective Collection System, and shall be the covenant, duty, right or obligation of the respective Collection System Authority only if, as and

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when such Collection System Authority is in possession of, and operating such Collection System.

ARTICLE V

Additional Annual Payments

5.01 In the event the Treatment Plant Authority requires additional funds to complete the construction of the Treatment Plant or to rebuild or repair the Treatment Plant, or in the event of fire or other casualty, to the extent that the proceeds of insurance are insufficient for such purpose, or in the event that the capacity of the proposed Treatment Plant shall, at any time become inadequate, necessitating either the enlargement of structure, the need for additional tanks or equipment, or other improvement, and if the Treatment Plant Authority issues additional bonds for any such purposes, each Municipality or each Collection System Authority covenants that it will increase the rates for sewage treatment service sufficient to comply with the requirements of the formula set forth in Section 3.02 applied to such additional bonds.

ARTICLE VI

Insurance

6.01 During the term of this Agreement, Treatment Plant Authority covenants that it will carry insurance, not otherwise provided for, upon and with respect to, the Treatment Plant in a responsible insurance company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against such risks and in such amounts as are usually carried upon, or with respect to, like properties. Such insurance policies shall be non-assessable and shall be for the benefit of the Treatment Plant Authority and the Treatment Plant Trustee as their respective interests may appear, and all losses shall be made payable to and be deposited with and held by such Treatment Plant Trustee. Treatment Plant Trustee shall have the sole right to receive the proceeds of such policies and to collect and receipt for claims thereunder. Treatment Plant Authority will at the time of the completion of the construction and within 45 days after the first day of each year thereafter cause to be

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delivered to each Municipality or each Collection System Authority, a Consulting Engineers® Certificate stating that in the opinion of the signers the Treatment Plant Authority has complied with the requirements of this Section and Listing the insurance policies and the amounts and expiration dates thereof under which the insurance is maintained hereunder.

ARTICLE VII

Remedies

7.01 In the event either Municipality or each Collection System Authority shall fail or refuse to pay any sums due under this Agreement within thirty (30) days after the total shall become due and payable, the Treatment Plant Authority may take such legal action to enforce its rights under this Agreement as may be permitted by law.

7.02 The Treatment Plant Authority is expressly authorized to stipulate, if so required, in its Treatment Plant Revenue Bonds and in any additional bonds issued under the Treatment Plant Indenture that if at any time the Municipalities or either of them or the Collection System Authorities or either of them shall fail to make the payments required hereunder, the Treatment Plant Trustee may take over the operation and maintenance of the plant, equipment and service of the Treatment Plant Authority. This right shall be in addition to, and not in limitation of, the "Remedies of Bondholders" granted in Section 6 of the Municipality Authorities Act of May 2, 1945, P.L. 382, as amended.

ARTICLE VIII

Arbitration

8.01 In the event of any dispute between or among the parties, or any of them, such dispute may be referred by any party involved to an impartial arbitrator to be appointed by mutual agreement of all parties to the dispute.

8.02 In the event that the parties are unable to agree upon such impartial arbitrator within fifteen (15) days, any party to the dispute may request the Court of Common Pleas of Montgomery County to designate an impartial arbitrator in accordance with its then existing practice;

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the designation so made to be final and binding on all parties to the dispute.

8.03 If any party to the dispute shall be dissatisfied with the award of the impartial arbitrator, such party shall have the right to resort to the Court of Common Pleas of Montgomery County in accordance with the provision of the Act of April 25, 1927, P.L. 381, as amended.

ARTICLE IX

Connections to Collection System

9.01 Each Municipality or each Collection System Authority agrees that no connections shall be made between any building or structure and the respective Collection System until it shall have adopted a Resolution establishing rules and regulations for making such connections. Such rules and regulations shall contain, inter alia, all stiputations necessary to insure compliance with the rules and regulations adopted by the Treatment Plant Authority concerning the types of sewage to be excluded from the Treatment Plant. Each Municipality or each Collection System Authority agrees at all times to enforce the provisions of such Resolutions. Each Municipality and each Collection System Authority agree that Treatment Plant Authority or its duly authorized representative shall have the right at all reasonable times to inspect the respective Collection Systems, and to compel the discontinuance of any connections which it finds to be in violation of said Resolutions. Each Municipality or each Collection System Authority agrees that it will not suspend, alter, repeal or amend said Resolutions without first obtaining the written consent of the Treatment Plant Authority.

ARTICLE X

No Competition

10.01 Each Municipality and each Collection System Authority agree that during the term of this Agreement it will not construct or permit, or join in the construction of, a Treatment Plant which will compete with or diminish the services to be rendered by Treatment Plant Authority hereunder, and will not use any facilities for the treatment of sewage from the Collection Systems other than those provided under this Agreement.

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ARTICLE XI

Permits

11.01 In the event that it may be necessary, for the proper performance of this Agreement on the part of the Treatment Plant Authority, to apply to any governmental or other agency for any permit or license to do or perform any act or thing contemplated hereby, and if such application must be made by a Municipality or Collection System Authority, or both, rather than by the Treatment Plant Authority, the Municipality affected or Collection System Authority affected, or both, agree that it will execute the required application upon request by the Treatment Plant Authority--all incidental costs to be paid by the Treatment Plant Authority; it being understood that, in executing such application, the Municipality or Collection System Authority shall not assume any obligations beyond those for which it would have been responsible had the Treatment Plant Authority itself made the said application.

ARTICLE XII

Severability

12.01 Should any one or more of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement; and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

ARTICLE XIII

Effective Date and Term

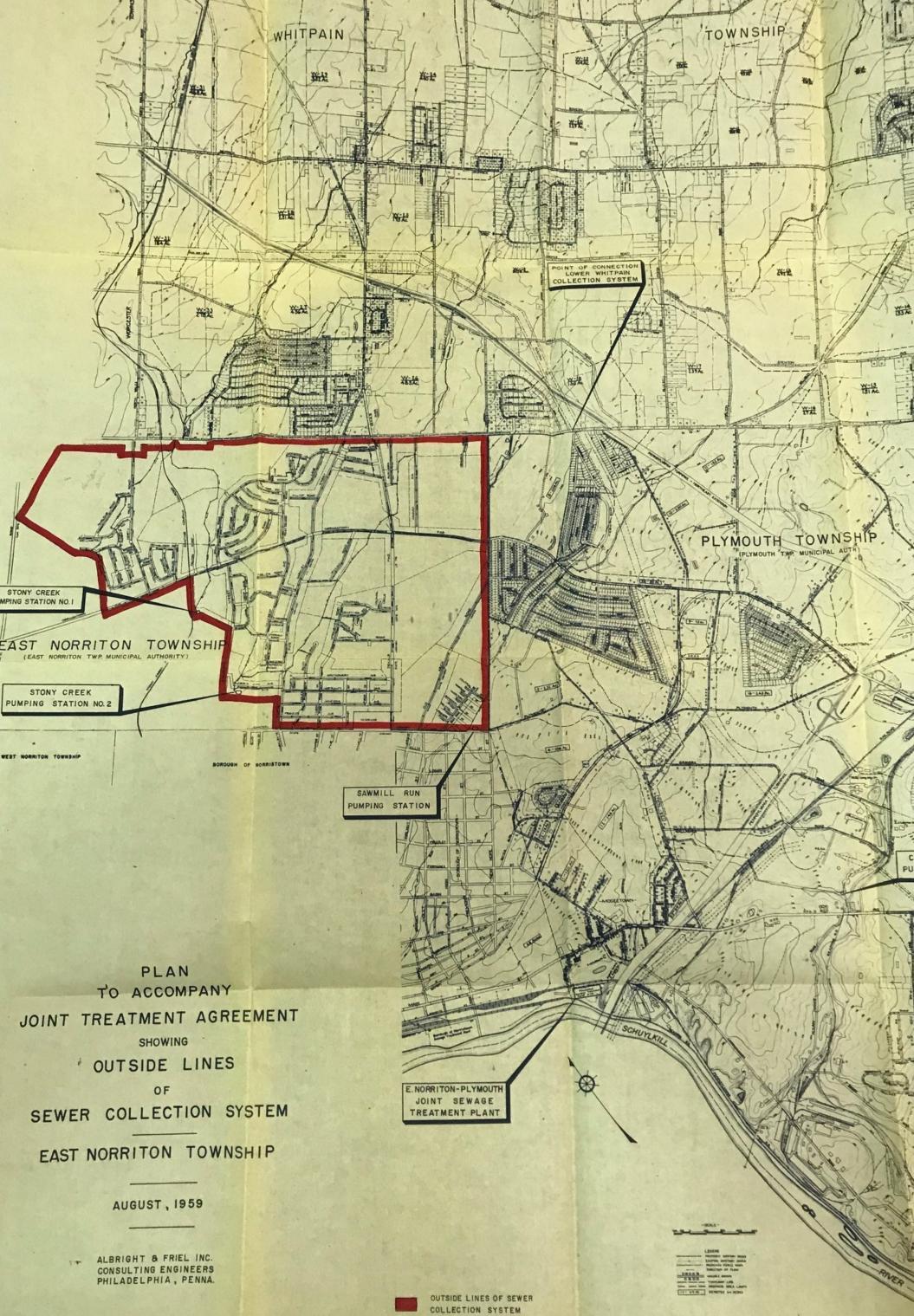
13.01 This Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect at least until all bonds issued under the Treatment Plant Indenture and under the Collection System Indentures and any supplements thereto shall have been fully paid as to principal and interest, or provision therefor made and thereafter until terminated by mutual agreement of all of the parties hereto.

IN WITNESS WHEREOF, on the day and year first above written, the said Treatment Plant Authority has hereunto affixed its corporate name

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and seal, signed and attested by its proper officers pursuant to Resolution duly adopted by its Board and the said Municipalities and Collection System Authorities have hereunto get their names and seals, duly signed and attested by their proper officers pursuant to Ordinances or Resolutions adopted by their respective Supervisors or Commissioners or Board, as the case may be, EAST NORRITON-PLYMOUTH JOINT SEWER AUTHORIT [SEAL] Attest: Sector TOWNSHIP OF EAST NORRITON [SEAL] Board Oľ or Simer sident visor Attesti Secr TOWNSHIP OF PLYMOUTH [SEAL] Roard Oner Attest EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY [BEAL] Attest: Pal UTHORITY PLYM NSHI INICIPAL By [SEAL] A 1990

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