

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS SURVEYORS, INC.

1000 PALMERS MILL ROAD

MEDIA, PA 19063

Item	Description	Unit	Quantity	Unit Cost	Total Cost
3	Sanitary Manhole (w/Frame & Cover)				
	Crum Creek Lane	EA.	18	\$ 4,000.00	\$ 72,000.00
	Crum Creek Lane to Goshen Rd PS	EA.	5	\$ 4,000.00	\$ 20,000.00
	Echo Valley Lane to Crum Creek Lane (South)	EA.	9	\$ 4,000.00	\$ 36,000.00
	Echo Valley Lane to Crum Creek Lane (North)	EA.	2	\$ 4,000.00	\$ 8,000.00
	Echo Valley Lane to Battles Lane	EA.	2	\$ 4,000.00	\$ 8,000.00
	Echo Valley Lane	EA.	24	\$ 4,000.00	\$ 96,000.00
	Fox Hill Lane	EA.	5	\$ 4,000.00	\$ 20,000.00
	Meadow Lane	EA.	6	\$ 4,000.00	\$ 24,000.00
	Partridge Lane	EA.	1	\$ 4,000.00	\$ 4,000.00
	Battles Lane to EV Ln/Crum Creek Ln (South)	EA.	1	\$ 4,000.00	\$ 4,000.00
	Battles Lane	EA.	9	\$ 4,000.00	\$ 36,000.00
	Boot Road West	EA.	7	\$ 4,000.00	\$ 28,000.00
	Goshen Road West	EA.	11	\$ 4,000.00	\$ 44,000.00
	Goshen Road East	EA.	3	\$ 4,000.00	\$ 12,000.00
	Woolman Drive	EA.	4	\$ 4,000.00	\$ 16,000.00
	Springhouse Lane	EA.	6	\$ 4,000.00	\$ 24,000.00
	Carriage Lane	EA.	4	\$ 4,000.00	\$ 16,000.00
	SUBTOTAL	EA.	117	\$ 4,000.00	\$ 468,000.00
4	Forcemain Air Release Valve Manhole				
	Goshen Road	EA.	4	\$ 12,500.00	\$ 50,000.00
	SUBTOTAL	EA.	4	\$ 12,500.00	\$ 50,000.00
5	Sanitary Lateral Wyes - 8"x4"				
	Echo Valley Development	EA.	136	\$ 150.00	\$ 20,400.00
	Goshen Road Area	EA.	38	\$ 150.00	\$ 5,700.00
	Boot Road Area - West	EA.	10	\$ 150.00	\$ 1,500.00
	SUBTOTAL	EA.	184	\$ 150.00	\$ 27,600.00
6	Sanitary Laterals - 4" SDR-35 PVC				
	Echo Valley Development	L.F.	3,400	\$ 100.00	\$ 340,000.00
	Goshen Road Area	L.F.	950	\$ 100.00	\$ 95,000.00
	Boot Road Area - West	L.F.	250	\$ 100.00	\$ 25,000.00
	SUBTOTAL	L.F.	4,600	\$ 100.00	\$ 460,000.00

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Item	Description	Unit	Quantity	Unit Cost	Total Cost
7	Pump Stations				
	Goshen Road PS	L.S.	1	\$ 750,000.00	\$ 750,000.00
	SUBTOTAL				\$ 750,000.00
8	Testing	L.S.	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTAL				\$ 5,000.00
B	SITE				
1	Maintenance & Protection of Traffic				
	Springhouse Lane, Carriage Lane, Woolman Drive, Echo Valley Lane & Crum Creek Lane	L.S.	1	\$ 5,000.00	\$ 5,000.00
	Goshen Road (State Hwy)	L.S.	1	\$ 20,000.00	\$ 20,000.00
	Boot Road (Twp Road)	L.S.	1	\$ 4,000.00	\$ 4,000.00
	SUBTOTAL				\$ 29,000.00
2	Erosion & Sedimentation Control	L.S.	1	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL				\$ 20,000.00
3	Trench Restoration (State Hwy)				
	Goshen Road	L.F.	4,600	\$ 50.00	\$ 230,000.00
	SUBTOTAL		4,600		\$ 230,000.00
4	Trench Restoration (Local Road)				
	Crum Creek Lane	L.F.	3,925	\$ 30.00	\$ 117,750.00
	Echo Valley Lane	L.F.	5,800	\$ 30.00	\$ 174,000.00
	Meadow Lane	L.F.	1,550	\$ 30.00	\$ 46,500.00
	Partridge Lane	L.F.	200	\$ 30.00	\$ 6,000.00
	Battles Lane	L.F.	1,975	\$ 30.00	\$ 59,250.00
	Boot Road West	L.F.	1,500	\$ 30.00	\$ 45,000.00
	Woolman Drive	L.F.	825	\$ 30.00	\$ 24,750.00
	Springhouse Lane	L.F.	1,250	\$ 30.00	\$ 37,500.00
	Carriage Lane	L.F.	750	\$ 30.00	\$ 22,500.00
	Foxhill Lane	L.F.	275	\$ 30.00	\$ 8,250.00
	SUBTOTAL		18,050		\$ 541,500.00

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Item	Description	Unit	Quantity	Unit Cost	Total Cost
6	Trench Restoration Outside Paving (Local Road)				
	Crum Creek Lane to Goshen Rd PS	L.F.	1,350	\$ 15.00	\$ 20,250.00
	Echo Valley Lane to Crum Creek Lane (South)	L.F.	2,450	\$ 15.00	\$ 36,750.00
	Echo Valley Lane to Crum Creek Lane (North)	L.F.	675	\$ 15.00	\$ 10,125.00
	Echo Valley Lane to Battles Lane	L.F.	700	\$ 15.00	\$ 10,500.00
	Battles Lane to EV Ln/Crum Creek Ln (South)	L.F.	425	\$ 15.00	\$ 6,375.00
	Foxhill Lane	L.F.	700	\$ 15.00	\$ 10,500.00
	Goshen Road East	L.F.	800	\$ 15.00	\$ 12,000.00
	SUBTOTAL		7,100		\$ 106,500.00

	SUBTOTAL	\$ 6,252,100.00
5% BOND COUNSEL, LEGAL, EASEMENT ACQUISITION	\$	312,605.00
5% FIELD SURVEY	\$	312,605.00
7.5% ENGINEERING DESIGN	\$	468,907.50
5% INSPECTIONS	\$	312,605.00
10% CONTINGENCY	\$	625,210.00
TOTAL	\$	8,284,032.50

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CONSULTING ENGINEERS SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

CONSTRUCTION COST ESTIMATE

Florida Park (Old Masters) Pump Station

Camelot P.S. Service Area

Act 537 Plan Update

Newtown Township, Delaware County, PA

Item	Description	Unit	Quantity	Unit Cost	Total Cost
A	SANITARY SEWER				
1	8" SDR-35 - PVC				
	Campus Blvd - North	L.F.	2,250	\$ 110.00	\$ 247,500.00
	WC Pike & Boot Rd	L.F.	1,625	\$ 110.00	\$ 178,750.00
	WC Pike through Florida Park	L.F.	6,025	\$ 110.00	\$ 662,750.00
	Florida Park - Fairview Ave	L.F.	2,700	\$ 110.00	\$ 297,000.00
	Florida Park - Florida Ave	L.F.	1,840	\$ 110.00	\$ 202,400.00
	Florida Park - Pomona Ave	L.F.	400	\$ 110.00	\$ 44,000.00
	Florida Park - Tuxedo Ave	L.F.	650	\$ 110.00	\$ 71,500.00
	Florida Park - Columbia Ave	L.F.	550	\$ 110.00	\$ 60,500.00
	Florida Park - Park Ave	L.F.	1,260	\$ 110.00	\$ 138,600.00
	Old Masters	L.F.	3,600	\$ 110.00	\$ 396,000.00
	Marville	L.F.	3,750	\$ 110.00	\$ 412,500.00
	Alice Grimm	L.F.	1,825	\$ 110.00	\$ 200,750.00
	Fox Trail	L.F.	1,175	\$ 110.00	\$ 129,250.00
	Phillips Lane West	L.F.	1,400	\$ 110.00	\$ 154,000.00
	Phillips Lane East	L.F.	1,700	\$ 110.00	\$ 187,000.00
	Boot Road East	L.F.	2,400	\$ 110.00	\$ 264,000.00
	SUBTOTAL	L.F.	33,150	\$ 110.00	\$ 3,646,500.00
2	8" C-900 - Forcemain				
	Garrett Williamson	L.F.	2,250	\$ 85.00	\$ 191,250.00
	SUBTOTAL	L.F.	2,250	\$ 85.00	\$ 191,250.00
3	Sanitary Manhole (w/Frame & Cover)				
	Campus Blvd - North	EA.	12	\$ 4,000.00	\$ 48,000.00
	WC Pike & Boot Rd	EA.	4	\$ 4,000.00	\$ 16,000.00
	WC Pike through Florida Park	EA.	30	\$ 4,000.00	\$ 120,000.00
	Florida Park - Fairview Ave	EA.	12	\$ 4,000.00	\$ 48,000.00
	Florida Park - Florida Ave	EA.	8	\$ 4,000.00	\$ 32,000.00
	Florida Park - Pomona Ave	EA.	2	\$ 4,000.00	\$ 8,000.00
	Florida Park - Tuxedo Ave	EA.	5	\$ 4,000.00	\$ 20,000.00
	Florida Park - Columbia Ave	EA.	1	\$ 4,000.00	\$ 4,000.00
	Florida Park - Park Ave	EA.	6	\$ 4,000.00	\$ 24,000.00
	Marville	EA.	16	\$ 4,000.00	\$ 64,000.00
	Alice Grimm	EA.	9	\$ 4,000.00	\$ 36,000.00
	Fox Trail	EA.	7	\$ 4,000.00	\$ 28,000.00
	Phillips Lane West	EA.	6	\$ 4,000.00	\$ 24,000.00
	Phillips Lane East	EA.	8	\$ 4,000.00	\$ 32,000.00
	Boot Road East	EA.	7	\$ 4,000.00	\$ 28,000.00
	SUBTOTAL	EA.	133	\$ 4,000.00	\$ 532,000.00

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MEDIA, PA 19063

Item	Description	Unit	Quantity	Unit Cost	Total Cost
4	Forcemain Air Release Valve Manhole				
	Garrett Williamson	EA.	3	\$ 12,500.00	\$ 37,500.00
	SUBTOTAL	EA.	3	\$ 12,500.00	\$ 37,500.00
5	Sanitary Lateral Wyes - 8"x4"				
	Boot Road Area - East	EA.	20	\$ 150.00	\$ 3,000.00
	Florida Park Area	EA.	127	\$ 150.00	\$ 19,050.00
	Campus Boulevard - North	EA.	6	\$ 150.00	\$ 900.00
	SUBTOTAL	EA.	153	\$ 150.00	\$ 22,950.00
6	Sanitary Laterals - 4" SDR-35 PVC				
	Boot Road Area - East	L.F.	500	\$ 100.00	\$ 50,000.00
	Florida Park Area	L.F.	3,175	\$ 100.00	\$ 317,500.00
	Campus Boulevard - North	L.F.	150	\$ 100.00	\$ 15,000.00
	SUBTOTAL	L.F.	3,825	\$ 100.00	\$ 382,500.00
7	Pump Stations				
	Florida Park PS	L.S.	1	\$ 1,000,000.00	\$ 1,000,000.00
	SUBTOTAL				\$ 1,000,000.00
8	Testing	L.S.	1	\$ 15,000.00	\$ 15,000.00
	SUBTOTAL				\$ 15,000.00
B	SITE				
1	Maintenance & Protection of Traffic				
	West Chester Pike (State Hwy)	L.S.	1	\$ 15,000.00	\$ 15,000.00
	Boot Road (Twp Road)	L.S.	1	\$ 4,000.00	\$ 4,000.00
	SUBTOTAL				\$ 19,000.00
2	Erosion & Sedimentation Control	L.S.	1	\$ 20,000.00	\$ 20,000.00
	SUBTOTAL				\$ 20,000.00
3	Trench Restoration (State Hwy)				
	WC Pike & Boot Rd Area	L.F.	1,625	\$ 50.00	\$ 81,250.00
	SUBTOTAL				\$ 81,250.00

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Item	Description	Unit	Quantity	Unit Cost	Total Cost
4	Trench Restoration (Local Road)				
	Campus Blvd - North	L.F.	2,250	\$ 30.00	\$ 67,500.00
	Florida Park - Fairview Ave	L.F.	2,700	\$ 30.00	\$ 81,000.00
	Florida Park - Florida Ave	L.F.	1,840	\$ 30.00	\$ 55,200.00
	Florida Park - Pomona Ave	L.F.	400	\$ 30.00	\$ 12,000.00
	Florida Park - Tuxedo Ave	L.F.	650	\$ 30.00	\$ 19,500.00
	Florida Park - Columbia Ave	L.F.	550	\$ 30.00	\$ 16,500.00
	Florida Park - Park Ave	L.F.	1,260	\$ 30.00	\$ 37,800.00
	Old Masters	L.F.	3,600	\$ 30.00	\$ 108,000.00
	Marville	L.F.	3,750	\$ 30.00	\$ 112,500.00
	Alice Grimm	L.F.	1,825	\$ 30.00	\$ 54,750.00
	Fox Trail	L.F.	1,175	\$ 30.00	\$ 35,250.00
	Phillips Lane West	L.F.	1,400	\$ 30.00	\$ 42,000.00
	Phillips Lane East	L.F.	1,700	\$ 30.00	\$ 51,000.00
	Boot Road East	L.F.	2,400	\$ 30.00	\$ 72,000.00
	SUBTOTAL				\$ 765,000.00
5	Trench Restoration Outside Paving (Local Road)				
	Garrett Williamson	L.F.	2,250	\$ 15.00	\$ 33,750.00
	WC Pike through Florida Park	L.F.	6,025	\$ 15.00	\$ 90,375.00
	SUBTOTAL				\$ 124,125.00

	SUBTOTAL	\$ 6,837,075.00
5% BOND COUNSEL, LEGAL, EASEMENT ACQUISITION	\$	341,853.75
5% FIELD SURVEY	\$	341,853.75
7.5% ENGINEERING DESIGN	\$	512,780.63
5% INSPECTIONS	\$	341,853.75
10% CONTINGENCY	\$	683,707.50
TOTAL	\$	9,059,124.38

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MEDIA, PA 19063

CONSTRUCTION COST ESTIMATE

Springton Estates Pump Station

Camelot P.S. Service Area

Act 537 Plan Update

Newtown Township, Delaware County, PA

Item	Description	Unit	Quantity	Unit Cost	Total Cost
A	SANITARY SEWER				
1	8" SDR-35 - PVC				
	Hunters Run	L.F.	950	\$ 110.00	\$ 104,500.00
	SUBTOTAL	L.F.	950	\$ 110.00	\$ 104,500.00
2	10" SDR-35 - PVC				
	Campus Blvd - South	L.F.	2,250	\$ 125.00	\$ 281,250.00
	Stoney Brook Blvd. to Springton Estates PS	L.F.	2,600	\$ 125.00	\$ 325,000.00
	SUBTOTAL	L.F.	4,850	\$ 125.00	\$ 606,250.00
3	8" C-900 - Forcemain				
	Springton Pointe Estates PS to Camelot PS	L.F.	1,250	\$ 85.00	\$ 106,250.00
	SUBTOTAL	L.F.	1,250	\$ 85.00	\$ 106,250.00
4	Sanitary Manhole (w/Frame & Cover)				
	Campus Boulevard - South	EA.	12	\$ 4,000.00	\$ 48,000.00
	Hunters Run	EA.	2	\$ 4,000.00	\$ 8,000.00
	Stoney Brook Blvd. to Springton Estates PS	EA.	12	\$ 4,000.00	\$ 48,000.00
	SUBTOTAL	EA.	26	\$ 4,000.00	\$ 104,000.00
5	Forcemain Air Release Valve Manhole				
	Springton Pointe Estates PS to Camelot PS	EA.	1	\$ 12,500.00	\$ 12,500.00
	SUBTOTAL	EA.	1	\$ 12,500.00	\$ 12,500.00
5	Sanitary Lateral Wyes - 8"x4"				
	Campus Boulevard - South	EA.	9	\$ 150.00	\$ 1,350.00
	SUBTOTAL	EA.	9	\$ 150.00	\$ 1,350.00
6	Sanitary Laterals - 4" SDR-35 PVC				
	Campus Boulevard - South	L.F.	225	\$ 100.00	\$ 22,500.00
	SUBTOTAL	L.F.	225	\$ 100.00	\$ 22,500.00
7	Tie in to Existing Manhole				
	Hunters Run	EA.	5	\$ 2,500.00	\$ 12,500.00
	SUBTOTAL	EA.	5	\$ 2,500.00	\$ 12,500.00
8	Pump Stations				
	Springton Pointe Estates WWTP PS	L.S.	1	\$ 650,000.00	\$ 650,000.00
	SUBTOTAL				\$ 650,000.00
9	Testing				
		L.S.	1	\$ 15,000.00	\$ 15,000.00
	SUBTOTAL				\$ 15,000.00

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1000 PALMERS MILL ROAD
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Item	Description	Unit	Quantity	Unit Cost	Total Cost
B	SITE				
1	Maintenance & Protection of Traffic				
	Bishop Hollow Road	L.S.	1	\$ 2,500.00	\$ 2,500.00
	SUBTOTAL				\$ 2,500.00
2	Erosion & Sedimentation Control	L.S.	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTAL				\$ 5,000.00
3	Trench Restoration (State Hwy)				
	Bishop Hollow Road	L.F.	100	\$ 50.00	\$ 5,000.00
	SUBTOTAL				\$ 5,000.00
4	Trench Restoration (Local Road)				
	Campus Blvd - South	L.F.	2,250	\$ 30.00	\$ 67,500.00
	Stoney Brook Blvd. to Springton Pointe Estates PS	L.F.	2,600	\$ 30.00	\$ 78,000.00
	SUBTOTAL				\$ 145,500.00
5	Trench Restoration Outside Paving (Local Road)				
	Hunters Run	L.F.	950	\$ 15.00	\$ 14,250.00
	SUBTOTAL				\$ 14,250.00

SUBTOTAL	\$ 1,807,100.00
5% BOND COUNSEL, LEGAL, EASEMENT ACQUISITION	\$ 90,355.00
5% FIELD SURVEY	\$ 90,355.00
7.5% ENGINEERING DESIGN	\$ 135,532.50
5% INSPECTIONS	\$ 90,355.00
10% CONTINGENCY	\$ 180,710.00
TOTAL	\$ 2,394,407.50

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CONSTRUCTION COST ESTIMATE

Camelot P.S. Upgrade

Camelot P.S. Service Area

Act 537 Plan Update

Newtown Township, Delaware County, PA

Item	Description	Unit	Quantity	Unit Cost	Total Cost
A	SANITARY SEWER				
1	8" SDR-35 - PVC				
	Dogwood Area	L.F.	1,000	\$ 110.00	\$ 110,000.00
	Township Park Area	L.F.	1,150	\$ 110.00	\$ 126,500.00
	SUBTOTAL	L.F.	2,150	\$ 110.00	\$ 236,500.00
2	Sanitary Manhole (w/Frame & Cover)				
	Dogwood Area	EA.	4	\$ 4,000.00	\$ 16,000.00
	Township Park Area	EA.	4	\$ 4,000.00	\$ 16,000.00
	SUBTOTAL	EA.	8	\$ 4,000.00	\$ 32,000.00
3	Sanitary Lateral Wyes - 8"x4"				
	Dogwood Area	EA.	8	\$ 150.00	\$ 1,200.00
	Township Park Area	EA.	4	\$ 150.00	\$ 600.00
	SUBTOTAL	EA.	12	\$ 150.00	\$ 1,800.00
4	Sanitary Laterals - 4" SDR-35 PVC				
	Dogwood Area	L.F.	200	\$ 100.00	\$ 20,000.00
	Township Park Area	L.F.	100	\$ 100.00	\$ 10,000.00
	SUBTOTAL	L.F.	300	\$ 100.00	\$ 30,000.00
5	Tie in to Existing Manhole				
	Dogwood Lane to Cornerstone Proj.	EA.	1	\$ 2,500.00	\$ 2,500.00
	Township Park Area	EA.	1	\$ 2,500.00	\$ 2,500.00
	SUBTOTAL	EA.	2	\$ 2,500.00	\$ 5,000.00
6	Pump Stations				
	Camelot PS Improvements	L.S.	1	\$ 1,250,000.00	\$ 1,250,000.00
	SUBTOTAL				\$ 1,250,000.00
7	Testing				
		L.S.	1	\$ 10,000.00	\$ 10,000.00
	SUBTOTAL				\$ 10,000.00
B	SITE				
1	Maintenance & Protection of Traffic				
	Township Park Area (State Hwy)	L.S.	1	\$ 2,000.00	\$ 2,000.00
	SUBTOTAL				\$ 2,000.00
2	Erosion & Sedimentation Control				
		L.S.	1	\$ 2,500.00	\$ 2,500.00
	SUBTOTAL				\$ 2,500.00

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Item	Description	Unit	Quantity	Unit Cost	Total Cost
2	Trench Restoration (State Hwy)				
	Township Park Area (Bishop Hollow Rd)	L.F.	1,125	\$ 50.00	\$ 56,250.00
	SUBTOTAL				\$ 56,250.00
3	Trench Restoration (Local Road)				
	Dogwood Area	L.F.	550	\$ 30.00	\$ 16,500.00
	SUBTOTAL				\$ 16,500.00
3	Trench Restoration Outside Paving (Local Road)				
	Dogwood Area	L.F.	250	\$ 15.00	\$ 3,750.00
	SUBTOTAL				\$ 3,750.00

	SUBTOTAL	\$ 1,646,300.00
5% BOND COUNSEL, LEGAL, EASEMENT ACQUISITION	\$	82,315.00
5% FIELD SURVEY	\$	82,315.00
7.5% ENGINEERING DESIGN	\$	123,472.50
5% INSPECTIONS	\$	82,315.00
10% CONTINGENCY	\$	164,630.00
TOTAL	\$	2,181,347.50

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CONSTRUCTION COST ESTIMATE

Ashford P.S. Service Area

Ashford P.S. Service Area - OPT 2

Act 537 Plan Update

Newtown Township, Delaware County, PA

Item	Description	Unit	Quantity	Unit Cost	Total Cost
A	SANITARY SEWER				
1	Ashford Pump Station ¹	L.S.	1	\$ 1,725,000.00	\$ 1,725,000.00
	SUBTOTAL				\$ 1,725,000.00
2	Ashform Forcemain it CDCA ¹	L.S.	1	\$ 800,000.00	\$ 800,000.00
	SUBTOTAL				\$ 800,000.00

¹ Estimated Cost taken from Draft "Act 537 (PA Sewage Facilities Act) Sewerage Facilities Plan Update for Newtown Township," prepared by Kelly & Close Engineers, Consulting Engineers & Surveyors, dated July 7, 2011.

SUBTOTAL	\$ 2,525,000.00
5% BOND COUNSEL, LEGAL, EASEMENT ACQUISITION	\$ 126,250.00
5% FIELD SURVEY	\$ 126,250.00
7.5% ENGINEERING DESIGN	\$ 189,375.00
5% INSPECTIONS	\$ 126,250.00
10% CONTINGENCY	\$ 252,500.00
TOTAL	\$ 3,345,625.00

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CONSTRUCTION COST ESTIMATE

Selected Alternative

Act 537 Plan Update

Newtown Township, Delaware County, PA

OPTION 2

Newtown Hunt Pump Station	\$ 2,166,573.75
Goshen Road Pump Station (Alternate PS Location)	\$ 8,284,032.50
Florida Park (Old Masters) Pump Station	\$ 9,059,124.38
Springton Estates Pump Station	\$ 2,394,407.50
Camelot P.S. Upgrade	\$ 2,181,347.50
Ashford P.S. Service Area	\$ 3,345,625.00
TOTAL	\$ 27,431,110.63

APPENDIX P

ORDINANCES BEING CONSIDERED FOR ADOPTION

- GOVERNING ON-LOT AND COMMUNITY SEWAGE SYSTEMS**
- REGULATING GRINDER PUMPS**
- AMENDMENT TO SECTION 130-3 – CONNECTIONS**
- HOLDING TANKS ORDINANCE**

ORDINANCE
NO. 2013-_____

AN ORDINANCE To Amend the Code of the Township of Newtown related to Sewers Deleting Section 130-3A and Replacing it with a New Section 130-3A Related to "Connection Requirements" and Allowing Certain Limited Deferrals to Connecting

The Board of Supervisors of the Township of Newtown, Delaware County, Pennsylvania, hereby ordains:

Section 1.

The Code of the Township of Newtown shall be amended by deleting the text of §130-3A and replacing it with the following

§130-3 General Regulations

A. Connection requirements.

- (1) Each owner of any occupiable building in the Township on property on which a sewer lateral exists or abutting any sewer lateral or abutting on any public or undedicated road, private road, alley, or right-of-way in which there has been constructed a sanitary sewer or sewer lateral or where any part of such building is within 150 feet of such sewer or sewer lateral shall, at their own expense, install suitable sanitary facilities therein, connect such facilities with such sewer and thereafter use such sewer system in accordance with the provisions of this article. Such connection shall be made within 60 days after the date of official notice to do so, but may be made voluntarily prior to receipt of such notice.

- (2) Notwithstanding the aforementioned requirement to connect within 60 days pursuant to §130-3A, the owner may elect to defer connection for a period of up to 10 years from the date of the notice to connect, if the owner:

- i. obtains, at the owner's expense, a septic certification which states that the existing sewage disposal system on the property has been inspected and found to presently be in satisfactory working condition, in accordance with the septic systems inspection guidelines of the Pennsylvania Septic Management Association (PSMA), adopted April 6, 1989. The inspection shall be conducted by a member of the PSMA, and the certification shall be on the form known as the "PSMA Septic System Inspection Checklist," dated March 1992. The PSMA inspection guidelines and checklist are attached hereto and incorporated herein as Appendix A. The certification shall be submitted to the Township within 30 days after the property owners receive written notice from the Township to connect and, thereafter, the property owners shall annually, at their own expense, cause an inspection and certification to be obtained in accordance with the

above requirements and submit the same to the Township. In the event that the property owners fail to obtain or submit the annual certification, or in the event that the sewage disposal system is found at any time not to presently be in satisfactory working condition, the property owners shall, at their own expense, connect with the sewer system' within 60 days; and

- ii. The owner shall, upon request, enters into an agreement with the Township and the Newtown Township Municipal Authority to, within 60 days, or other schedule as demanded by the Township and the Municipal Authority, pay the owner's proportionate share of the capital costs of the sewer system, i.e. the tapping fee, despite the deferred connection.
- (3) Notwithstanding any provision to the contrary set forth in Subsection A(2) above, all persons shall, at their own expense, connect such building with the sewer system prior to the sale or transfer of the property to a third party, even if said persons have obtained a septic certification which states that the existing sewage disposal system is found to presently be in satisfactory working condition.
- (4) Notwithstanding any provision to the contrary set forth in Subsection A(2) above, all persons shall, at their own expense, connect such building with the sewer system within 10 years of the written notice to connect, even if said persons have obtained a septic certification which states that the existing sewage disposal system is found to presently be in satisfactory working condition.

Section 2.

Nothing in this Ordinance or in the Code of the Township of Newtown, as hereby amended, shall be construed to affect any suit or proceeding in any Court, any rights acquired or liability incurred, any permit issued, or any cause or causes of action existing under the said Code prior to the adoption of this amendment.

Section 3.

The provisions of this Ordinance are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of this court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this ordinance. It is hereby declared to be the intent of the Board that this ordinance would have been adopted if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

Section 4.

This Ordinance shall take affect and be in force from and after its approval as required by law.

Enacted by the Board of Supervisors of the Township of Newtown, Delaware County, Pennsylvania this ____ day of, _____, 2012.

BOARD OF SUPERVISORS OF
THE TOWNSHIP OF NEWTOWN

By: _____

Joseph V. Catania, Chairman

ATTEST:

Michael T. Trio, Secretary/Township Manager

APPENDIX C

NOF/PSMA Sewage Disposal System Field Inspection Checklist

Client: ☐ Buyer ☐ Seller

Site Location: Address: _____ _____ _____ Cross Street: _____ Township: _____ Inspection Date: _____ Pa 1 Call#: _____	Billing Address: Name: _____ _____ _____ Phone # _____ Fax # _____ Agent: _____ Agent #'s _____ Inspection Time: _____ Pa 1 Call clear dates: _____
---	--

General System Information

Site Condition: _____	Weather: _____	Permit provided: <input type="checkbox"/> yes <input type="checkbox"/> no
Age of Structure: _____	Age of system: _____	
Number of bedrooms or gallons per day: _____	Number of bathrooms: _____	
Occupied: <input type="checkbox"/> yes <input type="checkbox"/> no	Length of vacancy: _____	
# Occupants: _____	(weeks) (months)	
# Occupants of prospective buyer: _____		
Is this a 2 nd opinion inspection?	<input type="checkbox"/> yes <input type="checkbox"/> no	
Garbage disposal:	<input type="checkbox"/> yes <input type="checkbox"/> no	
Is there evidence that sewage has backed into the structure:	<input type="checkbox"/> yes <input type="checkbox"/> no	
Does greywater discharge other than into the sewage disposal system:	<input type="checkbox"/> yes <input type="checkbox"/> no	
Do trees or tree roots interfere with septic system:	<input type="checkbox"/> yes <input type="checkbox"/> no	
Has there been soil fracturing in the past 30 days/12 months:	<input type="checkbox"/> yes <input type="checkbox"/> no	
Date of last pumping: _____	Pumping frequency: _____	
Have there been any system repairs: _____		
Maintenance Provider: _____		

	Summary of Inspection Components			
	Satisfactory	Satisfactory w/concerns	Unsatisfactory	Needs more testing
Treatment Tank(s):	()	()	()	()
Distribution System(s):	()	()	()	()
Absorption System(s):	()	()	()	()

Inspector's Name: _____ Inspector's Certification #: _____

Signature: _____ Date: _____

Treatment Tank		# _____ of _____	
Depth to main lid: _____		Depth to top of tank: _____	
Tank Type:	Measurements (L x W x H)	Capacity	# of Compartments
() Septic tank (tank 1)	_____	_____	_____
() Septic tank (tank 2)	_____	_____	_____
() Cesspool	_____	_____	_____
() Aerobic	_____	_____	_____
() Other	_____	_____	_____
Round: D" x D" F 292.5 x H"		Rectangular: L" x W" F 231 x H"	
Condition of:	Satisfactory	Satisfactory w/concerns	Unsatisfactory
Tank	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Access to tank	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Top and lids	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Inspection Port	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Inlet baffle	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Outlet Baffle	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Cracks or leaks	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Liquid Level	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Sludge level _____"	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Scum Layer _____"	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Effluent Filters () n/a	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Solids Retainer () n/a	t1 () t2 ()	t1 () t2 ()	t1 () t2 ()
Level void space-from bottom of inlet to liquid _____"			
<i>(If any one is recorded other than satisfactory, explain why in the comment section below.)</i>			
Do any flushes from the home NOT enter the treatment tank?	() yes	() no	
Was the treatment tank NOT pumped during this inspection?	() yes	() no	
Does sewage from the absorption system run back to treatment tank?	() yes	() no	
Portions of treatment tank below a deck, driveway, walkway, etc.?	() yes	() no	
Is there evidence of sewage surfacing above the treatment tank?	() yes	() no	
If any are checked YES, please explain in the comment section below.			
Com- ments: _____			

Holding/ Lift/ Dosing Tank		Is one present ? () yes () no	
Size: _____	Gallons: _____		
Condition of:	Satisfactory	Satisfactory w/ concerns	Unsatisfactory
Tank and lid?	()	()	()
Access to tank?	()	()	()
Pump working?	()	()	()
Alarm?	()	()	()
Floats?	()	()	()
Electrical connections?	()	()	()
Check valve & purge hole?	()	()	()
Pump elevated off tank floor?	()	()	()
Siphon?	()	()	()
Accumulated solids found in pump tank?	() yes () no	Infiltration of surface water?	() yes () no
Problems recorded from past service records?	() yes () no	Is alarm NOT on a separate circuit?	() yes () no
Com- ments: _____			

Absorption System

Located: () yes () no

Is there more than one absorption system? () yes () no How many? _____ Total Sq. Ft. _____

Type: () Seepage Bed _____ x _____ (approx. size)
 () Trenches _____ x _____ (approx. size) How many? _____
 () Sand Mound _____ x _____ (approx. size)
 () Seepage Pit _____ x _____ (approx. size) Gallons? _____
 () Sub-Surface Sand Filtering _____ x _____ (approx. size)
 () Other (describe) _____
 () Filters _____

(T = Trench)

How much aggregate in absorption system? _____ inches T1 _____ T2 _____ T3 _____ T4 _____

How much dry aggregate? _____ inches T1 _____ T2 _____ T3 _____ T4 _____

If a seepage pit/cesspool, distance from inlet to liquid level? (c/s 1) _____ inches (c/s 2) _____ inches

How many gallons of void space? _____ gallons

Are there visible signs of sewage above or near any system components? () yes () no () n/a

Visible signs of lush vegetation? () yes () no () n/a

Portion of disposal system below a deck, driveway, walkway, etc.? () yes () no () n/a

Are there signs of previous failure? () yes () no () n/a

Is the effluent unevenly distributed in the absorption area? () yes () no () n/a

If exposed, is the distribution box in unsatisfactory condition? () yes () no () n/a

Does the distribution box need to be leveled? () yes () no () n/a

Is sewage above the lateral inverts in the distribution box? () yes () no () n/a

If a sand system, is ponding present? () yes () no () n/a

Does the greywater discharge other than into the system? Where? () yes () no () n/a

(If any are checked YES, please explain in comments below.)

Was a hydraulic load test performed on the disposal system? () yes () no

If yes, please have a hydraulic load test form filled out completely and attached.

Comments:

Overall Comments & Corrective Measures:

BOARD OF SUPERVISORS
NEWTOWN TOWNSHIP

ORDINANCE #

AN ORDINANCE TO AMEND THE CODE OF NEWTOWN TOWNSHIP TO
ADD CHAPTER 130 ARTICLE III RELATED TO REGULATING ON-LOT AND
COMMUNITY SEWAGE SYSTEMS, GRINDER PUMPS AND HOLDING TANKS

The Board of Supervisors of the Township of Newtown, Delaware County,
Pennsylvania, hereby ordains:

SECTION I — Introduction; Purpose

A. In accordance with municipal codes, the Clean Streams Law (Act of June 27, 1937, P.L. 1987., No. 394 as amended, 35 P.S. 9691.1 to 991.1001), and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535 as amended, 35 P.S. ¶750.1 et seq., known as Act 537), specifically Title 25, Chapter 71, Section 71.71, it is the power and the duty of Newtown Township to provide for adequate sewage treatment facilities and for the protection of the public health, safety, and welfare by prohibiting the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for Newtown Township states the need to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

B. The purpose of this ordinance is to provide for the regulation, inspection, maintenance and rehabilitation of on-lot sewage disposal systems; the installation, use and maintenance of sewage grinder pumps, the use and maintenance of existing and new holding tanks, to permit intervention in situations which may constitute a public nuisance or hazard to the public health; and to establish penalties and appeal procedures necessary for the proper administration of sewage management program.

SECTION II — Code Amendment

The Code of the Township of Newtown is hereby amended to add the following:

ARTICLE III — On-Lot and Community Sewage Systems, Grinder Pumps, Holding Tanks

§130-18. Definitions

Act 537 Plan: The Newtown Township's Official Plan as defined in the Pennsylvania Sewage Facilities Act, Act of January 24, 1966, P.L. 1535 (1965), No. 537, as amended, 35 P.S. §750.1-750.20a ("Sewage Facilities Act" or "Act 537").

Authorized Agent: The Township Codes Enforcement Officer, a sewage enforcement officer, professional engineer, plumbing inspector, or any other qualified or licensed person who is duly authorized to function within specified limits as an agent of Newtown Township to administer and/or enforce the provisions of this ordinance.

Authority: The Newtown Township Delaware County Municipal Authority

Board: The Board of Supervisors of Newtown Township, Delaware County, Pennsylvania.

Community On-Lot Sewage System (COLDS): Any system, whether publicly or privately owned, for the collection of sewage of a liquid nature from two or more lots, and the treatment and/or disposal of the sewage on one or more of the lots or at any other location for final disposal in whole or in part into the soil. This includes land application by spray irrigation.

Department: the Pennsylvania Department of Environmental Protection.

Grinder Pump: any electric motor driven, submersible pump capable of macerating all material found in normal domestic sanitary sewage, including reasonable amounts of objects, such as plastics, sanitary napkins, disposable diapers, rubber and the like, to a fine slurry, and pumping this material through a small diameter discharge pipe.

Holding Tank: a watertight receptacle, whether permanent or temporary, which receives and retains sewage conveyed by a water carrying system and is designed and constructed to facilitate the ultimate disposal of the sewage at another site.

Improved Property: any parcel of real estate located within Newtown Township upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sewage shall or may be discharged

Lot: A parcel of land under single and separate ownership or described by an approved and still valid subdivision plan recorded in the office of the Recorder of Deeds of Delaware County.

Official Plan Revision: a change in the Newtown Township Act 537.

Plan to provide for additional or newly identified future or existing sewage facilities needs, as defined fully in section 1 of the sewage Facilities Act, 35 P.S. §750.1.

(i)"Update Revision" shall mean a comprehensive revision to the Act 537 Plan required when the Department of Newtown Township determines the official plan or one or more of its parts is inadequate for existing or future sewage facilities needs of the Township or its residents or landowners.

(ii)"Special Study" shall mean a study, survey, investigation, inquiry, research report or analysis which is directly related to an Update Revision. The studies provide documentation or other support necessary to solve specific problems identified in the Update Revision.

(iii)"Revision for new land development" shall mean a revision to the Act 537 plan resulting from a proposed subdivision as defined in the Act.

On-Lot Sewage System: A System of piping, treatment tanks, or other facilities serving a single lot and collecting, treating and disposing of sewage into a subsurface absorption area or spray irrigation system including Drip Dispersion.

Malfunction: A condition which occurs when an on-lot sewage disposal system discharges sewage onto the surface of the ground, into surface waters of this Commonwealth, backs up into a building connected to the system or in any manner causes a nuisance or poses a danger to the health, safety, and welfare of the public or caused pollution of surface, or ground water including the contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any condition noted above occurs for any length of time during any period of the year.

Person: Any individual, partnership, corporation or other legal entity.

Property Owner: shall mean any person vested with ownership, legal, equitable, sole or partial, of any property located in Newtown Township.

Retaining Tank (also called a Holding Tank): A watertight receptacle, which receives and retains sewage and which is designed and constructed to hold sewage pending the ultimate disposal of the sewage at another location, site, or area.

Sewage: Any substance that contains any of the fecal waste products or excrement or other discharge from the bodies of human beings or animals or any noxious or

deleterious substances that may be harmful to the public health or to animal or aquatic life or to the use of water for domestic water supply or for recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394) known as the "The Clean Streams Law," as amended.

Sewage Enforcement Officer: Individual appointed, as such, by the Board of Supervisors of Newtown Township.

Township: Newtown Township, Delaware County, Pa.

Treatment Tank: A watertight receptacle which receives the discharge of sewage from a house or building sewer line and is designed and constructed so as to permit settling of settleable solids from the liquid and digestion of the organic matter by detention and discharge of the liquid portion into a distribution system or pit for underground dispersion or elevated sand mound, individual spray irrigation or similar disposal techniques. Treatment tanks include septic tanks, cesspools, aerobic units and the like.

§130-19 Requirements

A. The requirements of this Article shall be effective throughout the entire Township.

(1) The operation, maintenance and repair of an individual on-lot sewage system shall be the responsibility of the Property Owner; however, that maintenance and repair shall be subject to the continuing surveillance and inspection by the Township, its authorized agent and/or the Sewage Enforcement Officer.

(2) It shall be the responsibility of the Property Owner of the lot which utilizes an on-lot sewage disposal system to have it pumped in accordance with the schedule set forth in §130-21 and to make such other repairs and/or replacements that are necessary in order to prevent the malfunctioning of the system.

(3) The construction, repair and/or replacement of individual on-lot disposal systems shall be subject to the issuance of appropriate permits by the Township's Sewage Enforcement Officer in conjunction with the Pennsylvania Department of Environmental Protection.

§130-20 Inspections. Any owner of a property with a treatment tank system, retaining tank, stream discharge system, community on-lot disposal system, holding tank or cesspool, must obtain and provide to the Township annually, at the owner's expense, a certification which states that the existing system on the property has been inspected and found to presently be in satisfactory working condition, in accordance with the septic systems guidelines of the Pennsylvania Septic Management Association (PSMA), adopted April 6, 1989, or as thereafter

amended by PSMA. The inspection shall be conducted by a member of the PSMA, and the certification shall be on the form known as the "PSMA Septic System Inspection Checklist", dated March 1992, or as amended by PSMA.

130-21 On-Lot/COLDS Maintenance

A. Treatment Tank Systems: The Property Owner of a lot, which uses a treatment tank system as a means of sanitary sewage disposal, must have the tank(s) pumped out and the contents disposed of at a licensed sewage disposal facility at least once every three (3) years or more often if necessary. The Contractor performing such work must be a licensed septic tank contractor under the regulations of the PaDEP. Every owner of a treatment tank system existing on any lot on the effective date of this Section shall maintain proof of the required pumping and disposal to be made available to the Township's Sewage Enforcement Officer or his/her designated representative upon request in the form of a receipted bill issued by the contractor or such other proof as shall be acceptable to said Sewage Enforcement Officer. Such requests shall not be unreasonably made. If a system has been pumped within twelve months of the DATE deadline, that system will then fall into the next scheduled pumping time. The Property Owner of a system installed after the effective date of this Section shall henceforth pump his system in accordance with schedule determined by the Township.

B. Retaining Tanks: The Property Owners of a lot utilizing a retaining tank(s) or a sewage treatment system designed or operated as a retaining tank on the effective date of this Section shall enter into a written contract with a PaDEP licensed septic tank contractor requiring periodic pumping and disposal of the tank's contents in accordance with the schedule required by the permit which authorized the installation and use of the retaining tank system. A copy of the contract shall be maintained by the Property Owner and shall be in effect and valid for a period of at least one (1) year. Upon request of the Sewage Enforcement Officer, the Property Owner shall provide true and correct copies of the contract or, in the alternative, shall allow review and inspection of the contract by the Sewage Enforcement Officer. Any such requests shall not be unreasonably made.

C. Stream Discharge Systems: The Property Owner of a lot on which a stream discharge sewerage system approved and permitted by the PaDEP has been installed shall register the system with the Township within ninety (90) days following the effective date of this Section by filing a copy of the current PaDEP permit, together with any other information required by the Sewage Enforcement Officer to verify the current validity of the permit and copies of any tests verifying the system's operational integrity performed during the twelve (12) months immediately preceding the registration. The Property Owner of a system installed after the effective date of this Section shall register the system with the Township within ninety (90) days of such installation. The Codes Enforcement

officer or other authorized agent shall arrange for periodic inspections by the Sewage Enforcement Officer as required.

D. Community On-Lot Disposal System (COLDS): The operator(s) of any COLDS system shall submit annual reports to the Township in the PaDEP format for Waste Load Management (Chapter 94) and Discharge Monitoring Report regardless if the system meets the minimum criteria for Chapter 94 reporting.

E. Compliance: Failure to comply with the provisions of subsection A. through D. of this §130-21 shall constitute a violation of this Code, subjecting the owner of the property on which the system is installed to the enforcement and penalty provisions of Sections §130-25, §130-26 and §130-27 of this Article.

F. Change of Ownership: Prior to the conveyance of any lot which is subject to the provisions of this Section, the sewage system installed on such lot shall be pumped and its contents disposed of as required by this §130-21, unless the Property Owner has filed with the Township a receipt issued by a licensed septic tank contractor proving that the system was pumped out within the immediately preceding six months period. Following any conveyance of the lot, the new Property Owner shall be subject to the provisions of this Section.

G. Classification: If the type of on-lot sewage system is unknown, it shall be classified as a cesspool.

H. Promulgation of Regulations and Required Proof: In addition to the requirements specific in this §130-21, the Board may, by resolution, promulgate such forms and regulations for the administration and enforcement of this ordinance as it shall determine necessary. Failure of a lot owner to receive or secure any required form shall not constitute a defense to the enforcement or penalty provisions of this Article.

§130-22 Grinder Pumps

A. Planning Requirements. The connection of proposed new land development or a proposed new Improved Property to an existing or proposed sewerage system through the use of sewage grinder pumps, their associated force mains, or low-pressure laterals shall occur only after an Official Plan Revision to the Act 537 Plan, approved by both the Newtown Township and the Department, designates that the proposed properties be served by such a connection, unless an exemption to such a requirement is approved by the Township and the Department or unless the properties fall within an area of the Township identified in the current Act 537 Plan as an area in which grinder pumps and/or low pressure sewers are considered an acceptable alternative for sewer service. All existing Improved Properties containing a

grinder pump prior to the passage of this Section are exempt from the provisions contained herein.

B. Duties and Responsibilities of the Township

1. The Township shall exercise its powers and legal authority set forth herein, and under all applicable statutes, ordinances, and other laws to affect the purposes of this ordinance.

2. The Township shall require an approved application and discharge permit with each Property Owner proposing to install a sewage grinder pump or low-pressure sewer system to assure the short and long-term operation, maintenance, use, service, repair or replacement of such systems.

3. The Township shall require that all grinder pumps and low-pressure sewer systems (and the installation, use, operation, maintenance, service, repair and replacement thereof) shall comply with the rules and regulations of the Township, Authority and the Department in effect from time to time.

4. The Township shall require that all grinder pumps and low-pressure sewer systems shall be connected to the Township/Authority's sewerage collection and conveyance system in full compliance with the rules and regulations of the Township in effect from time to time.

5. The Township shall review the type of grinder pump used and assure that the Property Owner has provided documentation that full service capacity is available locally on short notice in case of malfunction.

6. The Township and Authority shall bear no responsibility for the purchase, installation, use, operation, maintenance, service, repair, or replacement of the grinder pump and/or its low-pressure sewer systems and low-pressure force main or lateral, except as otherwise set forth herein.

D. Duties and Responsibilities of Others

1. Each Property Owner served by a grinder pump shall bear full responsibility for providing, installing, using, operating, maintaining, servicing, repairing and replacing his/her grinder pump and/or its low-pressure force main or lateral, unless otherwise set forth herein.

2. Where the low-pressure force main or lateral is shared between Property Owners, they shall submit to Newtown Township a Declaration of Easements, covenants and restrictions in recordable form setting forth the agreement of each benefited Property Owner with respect to the

installation, use, operation, maintenance, service, repair and replacement of the low-pressure sewer system, which agreement shall bind all future Property Owners. Following the approval of the low-pressure sewer system by all applicable agencies, the Township will not issue a permit for its installation, until evidence is presented that the agreement has been recorded in the Office for the Recording of Deeds, Delaware County, Pennsylvania.

3. Each Property Owner shall annually renew, for life of the grinder pump a System contract with an authorized Maintenance Contractor (hereinafter the "Maintenance Contractor"). The Maintenance Contractor shall be a private, independent contractor, who has been given special training by the original equipment manufacturer and is authorized by the manufacturer to service the grinder pump and all appurtenances.

4. After the first month of operation of the grinder pump, and annually thereafter, or more frequently if the manufacturer of any component parts recommends more frequent servicing, the Property Owner shall have the Maintenance Contractor provide the Property Owner with copies of a report signed by the Maintenance Contractor certifying that the grinder pump is operational in accordance with the permit. The inspection and maintenance program will include, at a minimum, the manufacturers' recommended services and inspections for each separate component of the system. The Maintenance Contractor's report shall include the average daily flow from water meter readings, if available. The report shall also indicate resolution of any deficiencies noted in the Maintenance Contractor's inspection or any service or alarm call during the past year. If a revision or modification is made to the System, an amended and revised drawing detailing the revision or modification shall be provided to the Property Owner and the Township. The Property Owner is responsible for obtaining any required permits from the Township for any revision or modification to the grinder pump and all appurtenances to it and the low-pressure system.

5. The Property Owner shall be responsible for maintaining all maintenance records, reports and drawings as required and set forth hereinabove. Property Owner shall provide to the Township and/or Authority true and correct copies of any such maintenance records, reports and drawings upon request of the Township and/or Authority, which request shall not be unreasonably made. In the alternative, Property Owner shall allow such maintenance records, reports and drawings to be reviewed and inspected by the Township and/or Authority upon request, which request shall not be unreasonably made.

§130-23 Holding Tanks

A. Duties and Rights of Township.

1. The collection and transportation of all sewage from any improved property utilizing a holding tank may be directed and controlled by the Township, and the disposal thereof shall be made only at such site or sites as may be approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
2. The Township will receive, review and retain pumping receipts from permitted holding tanks owners, operators or service providers.
3. The owner is required to provide annual inspection reports for each permitted holding tank.

B. Duties of Improved Property Owner

The owner of any improved property that utilizes a holding tank shall:

1. Maintain the holding tank in conformance with this or any ordinance of this Township, the provisions of any applicable law, and the rules and regulations of the Township and any administrative agency of the Commonwealth of Pennsylvania.
2. Permit the Township or its agent to inspect holding tanks as requested.
3. Permit only the qualified and appropriately licensed service providers to collect, transport, and dispose of the contents therein.

§130-24. Reporting

A. When the Township becomes aware of a violation(s) of this Article or the Township Regulations and/or Pa DEP regulation related to sewers, it shall be reported to the Township and/or PaDEP and become subject to their rules and regulations.

§130-25. Enforcement and Appeals

A. The Township's Code Enforcement Officer shall have the power and authority to determine all issues relating to compliance with the provisions of this Article, and to bring and prosecute in the name of the Township enforcement and penalty proceedings for violations of its provisions.

B. Appeals from the Code Enforcement Officer's determinations or interpretations of the provisions of this Article shall be taken to the Board

within thirty (30) days from the date of such determination or interpretation. Appeals shall be heard and determined in accordance with the provisions of the Local Agency law. The Board may request documentation and consult with the Township Engineer or other competent authorities as it determines necessary for just resolution of the Appeal, and may impose the reasonable costs thereof upon the appellant. Provided, however, the Board shall have no jurisdiction to hear or determine any appeal from the action of the Code Enforcement Officer and/or Sewage Enforcement Officer in prosecuting a violation of this Article in a summary proceeding before a District Justice.

§ 130-26. Violations and Penalties

- A. Any Property Owner who violates any provision of this Article or who fails to comply with any of its provisions or regulation promulgated hereunder or who fails or refuses to comply with any lawful notice, order or direction of the Code Enforcement Officer or authorized agent issued pursuant to this Article shall be guilty of a summary offense, and upon conviction by a District Justice, shall pay a fine of not less than \$100.00 nor more than \$1,000.00 together with the costs of prosecution, and upon default in payment for the fine and costs, shall be subject to imprisonment in the County Prison for a term not exceeding thirty (30) days.; Each day during which any violation of this ordinance continues shall constitute a separate offense punishable by like fine or imprisonment.

§130-27 Other Remedies

- A. In the event of the Property Owners' failure to perform under this Article or any subsequent agreements resulting herefrom, the Township shall have the right, but not the obligation to perform Property Owner's obligations under this Ordinance and/or to pursue whatever legal or equitable remedy they shall deem appropriate, including but not limited to, bringing an action for specific performance against the Property Owner to compel compliance with this Ordinance or any subsequent agreement resulting herefrom. The Property Owner shall reimburse the Township for all costs incurred by the Township in doing so, including legal fees and court costs. The Township shall also have the right to file a lien against the property to secure to the Township any reimbursement of costs due to the Township as well as any and all rights and remedies as allowed by law.

§130-28 Abatement of Nuisances

- A. In addition to any remedies provided in this Article, any violation of §130-21C and §130-21D above shall constitute a nuisance and may be abated by the Township and/or Authority by either seeking mitigation of the nuisance or appropriate equitable relief from a court of competent jurisdiction.

§130-29 – Fee Schedule

- A. The Board of Supervisors shall, by resolution, adopt a fee schedule for the administration of this Article. Said schedule shall be kept on file by the Township Manager and shall be reviewed and revised as necessary.

SECTION III. Guidelines.

The PSMA guidelines and checklist dated April 6, 1989, are attached to this Ordinance as Exhibit A.

SECTION IV. Repealer

All code provisions, ordinances or resolutions or parts of ordinances or resolutions, insofar as they are inconsistent herewith, are hereby repealed.

SECTION V — Severability

A. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provision, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted if such offending provision had not been included herein.

B. When the provisions of this Ordinance are more restrictive than other ordinances or regulations of this Township, this Ordinance shall apply; but, in any case, the most rigid requirements of the applicable ordinances or codes shall apply whenever they may be in conflict.

SECTION VI — Effective Date

A. This Ordinance shall become effective immediately.

ADOPTED AND ENACTED THIS _____ DAY OF _____ 2012.

ATTEST

**BOARD OF SUPERVISORS
TOWNSHIP OF NEWTOWN**

BY: _____
_____(Name)

_____(Title)

DRAFT

APPENDIX Q

MUNICIPAL COMMENTS AND RESPONSES

BOARD OF SUPERVISORS

JOSEPH CATANIA, ESQ.
CHAIRMAN

DR. H. ROSS LAMBERT
VICE CHAIRPERSON

GEORGE WOOD, ESQ.
EDWARD PARTRIDGE
JOHN A. NAWN, P.E.



Township of Newtown

209 Bishop Hollow Road
Newtown Square, PA 19073
610-356-0200

www.newtowntownship.org

MICHAEL TRIO, AICP
TOWNSHIP MANAGER

RICH SOKORAI, ESQ.
TOWNSHIP SOLICITOR

STANTEC, INC.
TOWNSHIP ENGINEER

BUILDING INSPECTION
UNDERWRITERS, INC.
BUILDING INSPECTOR

October 22, 2012

Newtown Township Planning Commission
209 Bishop Hollow Road
Newtown Square, PA 19073

CERTIFIED MAIL RECEIPT #7011 2000 0002 5293 1106

Dear Planning Commission:

On behalf of the Board of Supervisors of Newtown Township, please find enclosed one copy of the Act 537 Official Plan Update dated October 2012 for Newtown Township for your review and comments.

Please review and issue any questions or comments in writing to the Township within 60 days of receipt of the Act 537 Plan document in accordance with PA Code Title 25, Chapter 71, Section 31.b. If comments are not received within the 60-day period, evidence will be provided to PADEP in the form of a Certified Mail Return Receipt for documentation that the Official Plan has been before Newtown Township Planning Commission for 60 days without comment to satisfy the requirements of the aforementioned subsection.

Your thorough and expeditious review is respectfully requested, and your cooperation in this matter is much appreciated.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael Trio", is written over a circular embossed seal. The seal is partially obscured by the signature.

Michael Trio, AICP
Township Manager

Copy: Newtown Township Board of Supervisors
File ✓

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Newtown Township Planning Comm
209 Bishop Hollow Road
Newtown Square, PA 19073

2. Article Number

(Transfer from service label)

7011 2000 0002 5293 1106

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Cynthia Pound

☐ Agent☐ Addressee

B. Received by (Printed Name)

Cynthia Pound

C. Date of Delivery

10-25

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

NEWTOWN SQUARE PA 19073

OFFICIAL USE

Postage	\$	\$15.55
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.75
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$20.85

0008

11

Postmark
Here

10/23/2012

Sent to

Newtown Township Planning Commission
209 Bishop Hollow Road
Newtown Square, PA 19073

PS

7011 2000 0002 5293 1106

December 13, 2012
NEWTOWN TOWNSHIP PLANNING COMMISSION
MEETING MINUTES

Roll Call

Eugene Capaldi, Chairman – present
Curtis Silva, Vice Chairman – present
John Cellucci – present
Tina Roberts-Lightcap – not present
Nicholas Stephanou – present
Jim Stefanidis – not present
Shimon Guy – present
John Nawn, Liaison – present

Also present: Mike Trio, Township Manager and Rich Sokorai, Township Solicitor.

Mr. Capaldi opened the meeting at 7:30 pm.

Agenda: Mr. Capaldi announced that tonight's item on the agenda is listed as "Old Business" – 537 Plan/ Sewage Facilities Plan Update.

Review of Minutes: The minutes of the Planning Commission's meeting of 11/8/2012 - Mr. Silva made a motion to approve, Mr. Guy seconded. The motion was approved.

Old Business:

6.A. 537 Plan/ Sewage Facilities Plan Update

Residents who live in areas affected by the proposed 537 plan attended the meeting.

Mr. David Porter of Herbert E. MacCombie, Consulting Engineers, the Newtown Township Municipal Authority engineers, presented the proposed 537 plan, which is an update of the previous 2002 537 plan.

Mr. Porter described the 3 separate drainage areas in the plan and indicated where their pumping stations are proposed and where the proposed gravity lines and force mains will be located. He said that the estimated project cost of 5\$ Million bond issue will be paid by residents' tapping fee estimated at \$6,000 per lot. Sewer rental fees will be raised as well to cover operational and maintenance costs.

Mr. Porter indicated that the Township had received 69 comment letters from residents, and that his office would respond to all of them. Technical issues

would be addressed during the detailed design of the project. There were questions regarding environmental issues, which will also be reviewed by the PADEP. Stream crossings will require general permits from DEP.

In response to questions regarding noise and odor caused by the pumping stations, Mr. Porter discussed examples of other stations his firm had designed in other municipalities, in particular West Brandywine Township, where Bioxide tanks were installed to reduce odor and high quality Gorman Rupp pumps were used to reduce noise. He said the chambers and pumps will be installed underground, while only the emergency generator and the control panel will be located above ground.

In addition, concern was expressed of maintenance visits. Existing stations are maintained by Aqua employees, who visit them 2-3 times a week. According to Mr. Porter, the number of maintenance visits may be reduced by using better equipment.

Mr. Porter said that approximately 80 easements will be required from property owners, and that fair compensation is included in the planning documents.

He said that although an easement within a property may reduce its value, the availability of a sanitary sewer connection for the property will increase its value.

The Township Solicitor, Mr. Sokorai, said that DEP requires the 537 plan be submitted to reviewing agencies, including the Township and the Delaware County Planning Department, as well as the public for comments. The Planning Commission should submit its comments to the Township supervisors.

Mr. Capaldi noted that the role of the Planning Commission is to look how the plan meets the comprehensive plan and the Township future plans requirements.

Mr. Silva inquired about the total number of pumping stations, to which Mr. Porter responded 7 stations.

Mr. Guy asked how many stations would be removed. Mr. Porter said that the Camelot station will be replaced. The other stations will be new, and the rest of the existing stations will remain.

Mr. Cellucci asked how it would be possible to ensure a good look of the new structures that would fit the adjacent neighborhood. Mr. Sokorai said that this would be a part of the detailed design. Mr. Trio added that the Planning Commission would be in a position to require a particular look of the structures.

Mr. Guy inquired of the estimated time table of the project. Mr. Porter responded that the design should take 9-12 months after the approval of the 537 plan, and that the majority of the construction could be accomplished in 5 more years.

Mr. Sokorai said that Ashford's planning modules were an amendment to the existing 2002, so that part of the construction is ready to begin.

Future BPG's force main will tie into Ashford's force main in Route 252.

Mr. Stephanou asked about the existing difficulties that Echo Valley residents are facing. Mr. Porter answered that there are problems with the soils, small lot areas, topography and the proximity to Lewis Run. Mr. Sokorai said that Echo Valley residents will be required to tie into the new system, although under certain circumstances the connection may be delayed up to 10 years.

Mr. Porter estimated the cost for Echo Valley residents who will tie into the proposed low pressure system to be \$4,500-\$6,000 for the pump, and including the lateral to be \$10,000-\$15,000, in addition to the \$6,000 tapping fee. All other residents who will connect to a gravity system would face a cost of approximately \$2,000 for the lateral and the \$6,000 tapping fee.

Mr. Capaldi opened the discussion to the public. Several residents: Raymond Lopez, Ed Babin, Joe Zeminski, Margaret Barnett, Chris McConaghy and Paul Seligson spoke, as well as Jeff Miller of Evans Mill, on behalf of Mr. De Botton. Their comments included issues such as the increased flow to the Springton Point station, the possibility that the Springton Point pumping station may not be built before the treatment plant is dismantled, the possible lack of easement at that location, the proximity of the proposed pumping stations to residential homes, the potential odor and noise caused by the stations, including during operating the emergency generators for testing on a regular basis and maintenance visits. Other concerns were the environmental impact of the construction on sensitive areas.

Speakers brought up an alternate route of the sewers through West Chester Pike and Route 252, which would, in their view, be preferable, but would cost approximately \$5 Million more than the proposed plan. However, in their view, appeals and delays of the approval of the proposed plan would cause the cost to rise to at least the same level.

Mr. Capaldi called for a short break.

After the break Mr. Porter responded to the comments and repeated his stand that after all other alternates had been examined, the proposed chosen alternate was the best layout and the most cost effective. In his opinion, the Route 3 / Route 252 alternate would add \$5-\$7 Million to the project cost.

Mr. Silva made a motion to move the 537 plan to the Supervisors for their review of the submitted questions, the Engineer's answers, and based on the Supervisors' review, move the plan to PADEP for its review of all the aspects of the plan.

Mr. Guy seconded.

Mr. Silva added that the Supervisors should review and address all the questions, comments and alternates to the plan.

All the members of the Planning Commission agreed. The motion carried.

Mr. Silva made a motion to adjourn the meeting. Mr. Guy seconded.
The meeting was adjourned at 9:50 pm.

The next meeting will be on 1/10/2013.

Prepared by: Shimon Guy

610-356-9550

FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

REPLY TO:
P.O. BOX 118
BROOMALL, PA 19008-0118

October 31, 2012

Mr. Anthony Hamaday, Township Manager
Marple Township
227 South Sproul Road
Broomall, PA 19008

RE: Newtown Township Act 537 Plan

Dear Mr. Hamaday:

On behalf of Newtown Township, please find enclosed a copy of the *Act 537 Official Plan Update for Newtown Township, Delaware County, PA* dated October 2012, prepared by our office. The Plan is currently in the 30-day Public Review Period and is available at the Township Building and Newtown Public Library for review and comment by the general public.

Feel free to contact our office and/or Mr. Michael Trio, AICP, Township Manager at Newtown Township if you have any questions or concerns. You are also welcome to submit any written comments to Mr. Trio at Newtown Township, 209 Bishop Hollow Road, Newtown Square, PA 19073.

Very Truly Yours,


James W. MacCombie, P.E., P.L.S.

copy: File

610-356-9550

FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.

Herbert E. MacCombie, III, Technician

REPLY TO:

P.O. BOX 118

BROOMALL, PA 19008-0118

October 31, 2012

Ms. Samantha Reiner, Township Manager
Edgmont Township
1000 Gradyville Road
Gradyville, PA 19039

RE: Newtown Township Act 537 Plan

Dear Ms. Reiner:

On behalf of Newtown Township, please find enclosed a copy of the *Act 537 Official Plan Update for Newtown Township, Delaware County, PA* dated October 2012, prepared by our office. The Plan is currently in the 30-day Public Review Period and is available at the Township Building and Newtown Public Library for review and comment by the general public.

Feel free to contact our office and/or Mr. Michael Trio, AICP, Township Manager at Newtown Township if you have any questions or concerns. You are also welcome to submit any written comments to Mr. Trio at Newtown Township, 209 Bishop Hollow Road, Newtown Square, PA 19073.

Very Truly Yours,


James W. MacCombie, P.E., P.L.S.

copy: File



TOWNSHIP OF EDGMONT

1000 Gradyville Road

PO Box 267

Gradyville, Pennsylvania 19039

610-459-1662 phone 610-459-3760 fax

November 30, 2012

Michael Trio, AICP
Township Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

(via: First Class Mail; Fax & Scan)

Re: "Comments to the Plan"
Newtown Township Act 537 Plan as prepared by
James W. MacCombie, P.E., P.L.S. dated
October, 2012

Dear Mr. Trio:

Edgmont Township received a copy of the Newtown Township Act 537 Plan on October 31, 2012.

Township officials would like to request that every consideration be given by Newtown Township to make provisions to allow for a force main to be located in or on the newly re-constructed bridge on Gradyville Road in Newtown Township.

Engineers designing the bridge for Newtown Township and sewers for Edgmont have been in contact with each other in this regard.

We believe this is consistent with Newtown's Resolution of 2010-09, copy attached, wherein The Board of Supervisors of Newtown Township approved the Edgmont Township Act 537 Sewage Facilities Plan.

Please contact me upon receipt of this letter so we might discuss this matter further. Thank you.

Very truly yours,

Samantha Reiner, Manager

enclosure

cc: Edgmont Township Supervisors
cc: Walter Fazler, P.E.
cc: James W. MacCombie, P.E.

NEWTOWN TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

A RESOLUTION OF NEWTOWN TOWNSHIP, DELAWARE COUNTY,
ACKNOWLEDGING THE ACT 537 SEWAGE FACILITIES PLAN FOR EDMONT
TOWNSHIP, DELAWARE COUNTY.

RESOLUTION NO. 2010 - 09

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (the "Department") adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires a municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of a municipality, and

WHEREAS, Edgmont Township has prepared an "Official Act 537 (PA Sewage Facilities Act) Sewage Facilities Plan Update for Edgmont Township", August 2010, which provides for sewage facilities in a portion of Edgmont Township.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Township of Newtown hereby acknowledges the submission of the "Official Sewage Facilities Plan" of Edgmont Township to the Department of Environmental Protection for consideration.

RESOLVED, that nothing in this Resolution shall limit, prohibit or otherwise bind the Township of Newtown from revising, modifying and amending its own Official Sewage Facilities Plan (including the implementation of same), which may provide for the collection, conveyance, treatment and disposal of sanitary sewage by methods and means different than and/or inconsistent with the Edgmont Plan Revision.

RESOLVED this the 25th day of October 2010.

TOWNSHIP OF NEWTOWN
BOARD OF SUPERVISORS

Lonnie M. Hunsicker

Justina

Di. Ron. P. P. P. P. P.

Donna P. Slawter

Attest:

James Sheldrake
Secretary

I, James Sheldrake, Manager, Newtown Township, hereby certify that the foregoing is a true and correct copy of Newtown Township Resolution No. _____, adopted this 25th day of October, 2010.

ATTEST: James Sheldrake
Newtown Township Manager

HERBERT E. MacCOMBIE, Jr., P.E.
Consulting Engineers & Surveyors, Inc.
P.O. Box 118
Broomall, PA 19008

TRANSMITTAL COVER

610-356-9550 - Phone
610-356-5032 - Fax
E-Mail - hem.engineers@verizon.net

SEND TO Company Name Aqua, PA	Date November 16, 2012
Attention Anthony Donatoni President, Aqua Resources	Sent By: David M. Porter, E.I.T.
Address 762 West Lancaster Avenue	Reference: Newtown Township Act 537 Plan
City, State, Zip Code Bryn Mawr, PA 19010	

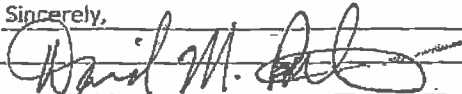
☐ Urgent ☐ Reply ASAP ☐ Please Comment ☒ Please Review ☒ For Your Information

COMMENTS

Mr. Donatoni,

Please find attached a copy of Newtown Township's Act 537 Plan Update. In accordance with the 7-Party Agreement it is required that we consult with PASWC when an Act 537 Plan is being considered. Please feel free to contact me to discuss.

Sincerely,



David M. Porter, E.I.T.

cc: Newtown Township, Michael Trio, Township Manager
File

** If The Items Transmitted Are Not Received, Please Contact Our Office As Soon As Possible

APPENDIX R

COUNTY COMMENTS AND RESPONSES

BOARD OF SUPERVISORS

JOSEPH CATANIA, ESQ.
CHAIRMAN

DR. H. ROSS LAMBERT
VICE CHAIRPERSON

GEORGE WOOD, ESQ.
EDWARD PARTRIDGE
JOHN A. NAWN, P.E.



Township of Newtown

209 Bishop Hollow Road
Newtown Square, PA 19073
610-356-0200

www.newtowntownship.org

MICHAEL TRIO, AICP
TOWNSHIP MANAGER

RICH SOKORAI, ESQ.
TOWNSHIP SOLICITOR

STANTEC, INC.
TOWNSHIP ENGINEER

BUILDING INSPECTION
UNDERWRITERS, INC.
BUILDING INSPECTOR

October 22, 2012

Delaware County Planning Department
Court House/Gov't. Center
Attn: Mr. John Pickett, P.E., AICP
201 W. Front Street
Media, PA 19063

CERTIFIED MAIL RECEIPT #7011 2000 0002 5293 1090

Dear Mr. Pickett:

On behalf of the Board of Supervisors of Newtown Township, please find enclosed one copy of the Act 537 Official Plan Update dated October 2012 for Newtown Township for your review and comments.

Please review and issue any questions or comments in writing to the Township within 60 days of receipt of the Act 537 Plan document in accordance with PA Code Title 25, Chapter 71, Section 31.b. If comments are not received within the 60-day period, evidence will be provided to PADEP in the form of a Certified Mail Return Receipt for documentation that the Official Plan has been before Delaware County Planning Department for 60 days without comment to satisfy the requirements of the aforementioned subsection.

Your thorough and expeditious review is respectfully requested, and your cooperation in this matter is much appreciated.

Very truly yours,


Michael Trio, AICP
Township Manager

Copy: Delaware County Council
Newtown Township Board of Supervisors
File ✓



DELAWARE COUNTY PLANNING DEPARTMENT

Court House/Government Center, 201 W. Front Street, Media, Pennsylvania 19063
Phone: 610-891-5200 Fax: 610-891-5203 Email: planning_department@co.delaware.pa.us

Application for Act 537 Review

Please type or print legibly.

DEVELOPER/APPLICANT

Name: Newtown Township c/o Michael Trio, Twp. Mgr. Phone: 610-356-0200
Address: 209 Bishop Hollow Road, Newtown Square, PA 19073
Name of Development: Act 537 Official Plan Update for Newtown Township DEP #
Date of Act 247 Review N.A. DCPD File #

PLANNING MODULE PREPARER

Name: Herbert E. MacComble, Jr., P.E. Consulting Engineers & Surveyors, Inc. Phone: 610-356-9550
Address: P.O. Box 118, Broomall, PA 19008

Type of Review (check 2 boxes)	Proposed Method of Treatment
<input checked="" type="checkbox"/> Initial Submittal	<input type="checkbox"/> Sewer tap-in
<input type="checkbox"/> Minor Revision Resubmittal	<input checked="" type="checkbox"/> Sewer extension/new collection system
<input type="checkbox"/> Major Revision Resubmittal	<input checked="" type="checkbox"/> Individual on-lot or new replacement system
<input type="checkbox"/> Standard Form (Component 1, 2, 3)	<input type="checkbox"/> Multiple on-lot system
<input type="checkbox"/> Private Request	<input type="checkbox"/> Community system or new plant
<input checked="" type="checkbox"/> Municipal Base Plan or Ordinance	

Water: ☒ Private ☒ Public ☐ Residential
Use: ☐ Commercial/Industrial ☐ Institutional
EDUs: # of Connections: Projected Flow: 361.375 GPM Acreage:

Statement of Intent: Supplement the service area previously defined in the 2002 Plan and be in substantial compliance with Act 537 entitled The Pennsylvania Sewage Facilities Act PA Code Title 25, Chapter 71. In order to appropriately plan for the future needs of the Township, as well as its residents.

Has a copy of this module been forwarded to:
All tributary authorities or SEOs, as required? ☐ Yes ☒ No
PA Historical and Museum Commission, if required? ☒ Yes ☐ No ☐ N/A

MUNICIPALITY'S SECTION (Application Will Not Be Accepted Without Original Signature)

Municipality: Township of Newtown
Address: 209 Bishop Hollow Rd - Newtown Square, PA 19073
Municipal Official: Michael Trio Phone: 610-356-0200
Official's Signature: [Signature] Date: 10/23/2012

FOR DCPD USE ONLY

Date Received: Complete ☐ Incomplete ☐
Date DCPD Comments Due: Staff Initials:
Review Fee: Amount: Check No:
Date Received: Received By:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Delaware County Planning Dept.
Court House/Gov't. Center.
Attn: Mr. John Pickett, P.E., AICP
201 W. Front St.
Media, PA 19063

2. Article Number

(Transfer from service label)

7011 2000 0002 5293 1090

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

MEDIA PA 19063

OFFICIAL USE

Postage	\$	\$15.55	0008
Certified Fee		\$2.95	11
Return Receipt Fee (Endorsement Required)		\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$20.85	10/23/2012

Sent To
Street, #
or PO Box
City, Sta
PS Form

Delaware County Planning Dept.
Court House/Gov't. Center.
Attn: Mr. John Pickett, P.E., AICP
201 W. Front St.
Media, PA 19063

7011 2000 0002 5293 1090



DELAWARE COUNTY PLANNING DEPARTMENT

COURT HOUSE/GOVERNMENT CENTER
201 W. Front St. Media, PA 19063

COUNCIL

THOMAS J. McGARRIGLE
CHAIRMAN

MARIO J. CIVERA, JR.
VICE CHAIRMAN

COLLEEN P. MORRONE
JOHN P. McBLAIN
DAVID J. WHITE

Office Location: Toal Building, 2nd & Orange Sts., Media, PA 19063
Phone: (610) 891-5200 FAX: (610) 891-5203
E-mail: planning_department@co.delaware.pa.us

JOHN E. PICKETT, AICP
DIRECTOR

November 1, 2012

Michael Trio, AICP, Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

RE: Act 537 Plan for Newtown Township,
October 2012

Dear Mr. Trio:

The Delaware County Planning Department (DCPD) has reviewed Newtown Township's Act 537 Sewage Facilities Plan Update dated October, 2012.

The plan was prepared to address current and future planning needs, as well as concerns raised by the Pennsylvania Department of Environmental Protection (DEP), as noted in DEP's letter dated November 29, 2010, as well as by the general public. The intent of the study is to supplement the service area previously identified in the Newtown Township 2002 Act 537 Plan, the primary goal being substantial compliance with Act 537 in order to appropriately plan for the future needs of the Township, as well as its residents.

Previously, a plan intended to implement recommendations in the 2002 Plan was submitted to DEP in 2009, but was rendered infeasible after a legal challenge, and DEP's approval was overturned. This plan re-works that plan and addresses the deficiencies raised in the challenge.

This new document proposes to serve the western part of the Township with public sanitary sewer services, where appropriate, to meet the immediate needs within the newly established Central Delaware County Authority (CDCA) service area. Treatment of flows (up to 961,975 gallons per day of CDCA-allocated capacity) from the sewered areas will take place at the Delaware County Regional Water Quality Control Authority (DELCORA) treatment plant in the City of Chester.

DCPD generally supports the recommendations outlined in the Plan. Should you have any questions feel free to contact me at 610-891-5214.

Very truly yours,

Steven R. Beckley, AICP
Senior Planner

cc: PA DEP: Kelly A. Sweeney
✓ Herbert A. MacCombie, Jr., P.E.

APPENDIX S

PROOF OF PUBLICATION

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania,
County of Delaware,

SS.

LYNN D. BETTCHER

designated agent of CENTRAL STATES PUBLISH

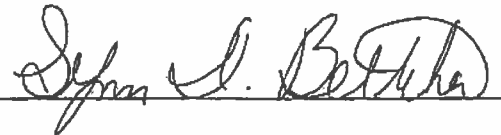
being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established in 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following

February 13,

A.D. 20 13

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRA PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to make the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



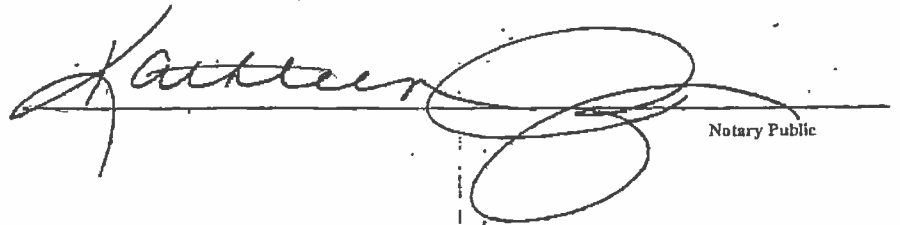
Sworn to and subscribed before me this

13

day of

February

20 13



Notary Public

PUBLIC NOTICE
FOR THE PROPOSED NEWTOWN TOWNSHIP OFFICIAL PLAN
ACT 537 SEWAGE FACILITY PLAN UPDATE
DATED OCTOBER 8, 2012

NOTICE OF PUBLIC COMMENT PERIOD FOR ACT 537 PLAN UPDATE

Newtown Township, Delaware County, PA, IS HEREBY GIVING NOTICE of a 30-day public comment period on a revision to the proposed official Act 537 Sewage Facilities Plan Update ("Plan Update") in accordance with Title 25, Chapter 71.31, Subsection (b) of the Pennsylvania Code, for which notice was previously published on October 17, 2012. The revisions to the Proposed Plan Update advertised on October 17, 2012 include:

Providing gravity sewer to the easterly portion of the Echo Valley Development (approximately 112 units) which previously was proposed to be serviced by a low-pressure sewer system. Under this revision, the entire Echo Valley Development (with the exception of possibly eight homes that may require a sewage ejector pump), would be serviced by gravity sewer, which would drain to a proposed Goshen Road Pump Station. Under the previously proposed plan, flow from the Goshen Road Pump Station was proposed to be routed along Boot Road with discharge into a proposed gravity main to drain to a proposed pump station within the Olde Masters Property. Under this revision to the Proposed Plan, the Goshen Road Pump Station flow (81,500 gpd) will be routed along Goshen Road with connection into the gravity collection system within the Ashford (Liseter) Development for conveyance to the Ashford Pump Station. The new Goshen Road Pump Station Service Area will consist of the Melmark School (25,000 gpd), Newtown Hunt and adjacent residential lots (8,138 gpd), Echo Valley Development (35,700 gpd), Goshen Road Area including Carriage Lane, Spring Hill Lane, and Woolman Drive (9,975 gpd) and a portion of the Road Area (2,625 gpd). This service area is situated within the northwestern portion of the Township and is bounded on the north by Willistown Township and Easttown Township along Wayland Road and Whitehorse Road; on the north and east by the proposed Nolen Equestrian Lane Subdivision; the proposed Stoney Knoll Subdivision; existing equestrian farm property; and the existing Nolen Whitehorse Subdivision; on the east by the Liseter (Ashford) Development; on the south by the SAP property, Boot Road, Phillips Lane, and other residential properties; and on the west by Crum Creek. The new service area is depicted on mapping within Appendix K of the Proposed Plan. Exact costs and fees associated with this Proposed Plan will not be known until after the project is bid; however, tap-in fees are estimated to be approximately \$6,000, and annual sewer rents are estimated to be between \$575 to \$800, on average. In addition, the revisions to the Proposed Plan reduce the deferment period under the proposed required connections ordinance from 15 years to 10 years.

A copy of the full text of the Plan Update, with the recent proposed revisions, may be examined by any interested party, beginning on Thursday, February 14, 2013, at the Newtown Township Office located at 209 Bishop Hollow Road, Newtown Square, PA 19073, Monday through Friday between 8:30 am and 4:30 pm, as well as at the Newtown Public Library located at 201 Bishop Hollow Road, Newtown Square, PA 19073, Monday through Thursday between 10:00 am and 8:00 pm, Friday between 10:00 am and 5:00 pm, Saturday between 10:00 am and 3:00 pm, and Sunday between 1:00 pm and 4:00 pm. Members of the public may submit written comments to the aforementioned revisions to Proposed Plan to Mr. Michael Trio, AICP, Township Manager at Newtown Township, 209 Bishop Hollow Road, Newtown Square, PA 19073. The final date for receiving public comments is thirty (30) days from February 14, 2013.

Michael Trio, AICP, Township Manager

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Ragni, Notar
Upper Darby Twp., Delaw
My Commission Expires Ma
MEMBER PENNSYLVANIA ASSOCIATION

**Proof of Publication of Notice in
County Press**

Under Newspaper Advertising Act No. 587 May 16, 1929

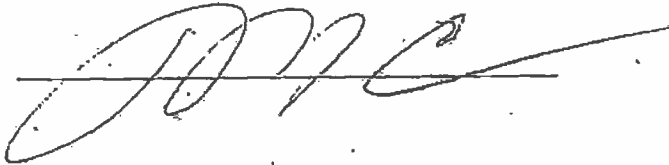
STATE OF PENNSYLVANIA NO.
COUNTY OF DELAWARE

Term. 19

Richard L. Crowe, Publisher of COUNTY PRESS, of the County and State aforesaid, being duly sworn, deposes and says that COUNTY PRESS, a newspaper of general circulation, published in Newtown Square, County and State aforesaid, was established October 1, 1931, and that the printed notice of publication attached hereto is exactly the same as printed and published in the regular editions and issues of the said COUNTY PRESS on the following dates viz;

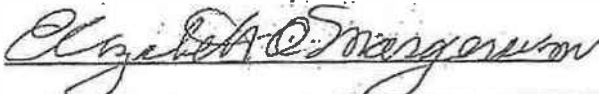
January 30, 2013

Affiant further deposes that he is the proper person duly authorized by COUNTY PRESS, publishers of said COUNTY PRESS, a newspaper of general circulation, to verify the foregoing statement under oath, and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Sworn to and subscribed before me this 30th

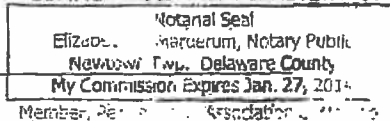
day of January, 2013



Notary Public

COMMONWEALTH OF PENNSYLVANIA

My Commission Expires



**PUBLIC NOTICE
FOR THE PROPOSED
NEWTOWN TOWNSHIP OFFICIAL PA ACT 537
SEWAGE FACILITY PLAN UPDATE
DATED OCTOBER 8, 2012**

NOTICE OF PUBLIC COMMENT PERIOD FOR ACT 537 PLAN UPDATE

Newtown Township, Delaware County, PA., IS HEREBY GIVING NOTICE of a 30-day public comment period on a revision to the proposed official Act 537 Sewage Facilities Plan Update ("Plan Update") in accordance with Title 25, Chapter 71.31, Subsection (c) of the Pennsylvania Code, for which notice was previously published on October 17, 2012. The revisions to the Proposed Plan Update advertised on October 17, 2012 include:

Providing gravity sewer to the easterly portion of the Echo Valley Development (approximately 112 units), which previously was proposed to be serviced by a low pressure sewer system. Under this revision, the entire Echo Valley Development (with the exception of possibly eight homes that may require a sewage ejector pump), would be serviced by gravity sewer, which would drain to a proposed Goshen Road Pump Station. Under the previously proposed plan, flow from the Goshen Road Pump Station was proposed to be routed along Boot Road with discharge into a proposed gravity main to drain to a proposed pump station within the Olde Masters Property. Under this revision to the Proposed Plan, the Goshen Road Pump Station flow (81,500 gpd) will be routed along Goshen Road with connection into the gravity collection system within the Ashford (Liseter) Development for conveyance to the Ashford Pump Station. The new Goshen Road Pump Station Service Area will consist of the Melmark School (25,000 gpd), Newtown Hunt and adjacent residential lots (8,138 gpd), Echo Valley Development (35,700 gpd), Goshen Road Area including Carriage Lane, Spring House Lane, and Woolman Drive (9,975 gpd), and a portion of the Boot Road Area (2,625 gpd). This service area is situated within the northwestern portion of the Township and is bounded on the north by Willistown Township and Easttown Township along Wayland Road and Whitehorse Road, on the north and east by the proposed Nolen Equestrian Lane Subdivision, the proposed Stoney Knoll Subdivision, existing equestrian farm property, and the existing Nolen Whitehorse Subdivision, on the east by the Liseter (Ashford) Development, on the south by the SAP property, Boot Road, Phillips Lane, and other residential properties, and on the west by Crum Creek. The new service area is depicted on mapping within Appendix K of the Proposed Plan. Exact costs and fees associated with this Proposed Plan will not be known until after the project is bid, however, tap-in fees are estimated to be approximately \$6,000, and annual sewer rents are estimated to be between \$575 to \$800, on average. In addition, the revisions to the Proposed Plan reduce the deferment period under the proposed required connections ordinance from 15 years to 10 years.

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pm, and Sunday between 1:00 pm and 4:00 pm. Members of the public may submit written comments to the aforementioned revisions to Proposed Plan to Mr. Michael Trio, AICP, Township Manager at Newtown Township, 209 Bishop Hollow Road, Newtown Square, PA 19073. The final date for receiving public comments is thirty (30) days from February 14, 2013.

Michael Trio, AICP, Township Manager

DELEWARE COUNTY NEWS NETWORK

DELEWARE COUNTY NEWS NETWORK
C/O JOURNAL REGISTER COMP
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Any discrepancy in advertising charges must be communicated to the advertising department, in writing, within 20 days of the statement date.

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AGING OF ACCOUNTS

*Unapplied amounts are included in the total amount due.

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMT	TOTAL AMOUNT
1,178.46	0.00	0.00	0.00	0.00	1,178.46
Advertiser Information	BILLING PERIOD	BILLING NUMBER	ADVERTISING NUMBER	ADVERTISING ACCOUNT NAME	
	09/24/12 - 10/28/12	237-0001731	0001731	NEWTOWN TOWNSHIP	

ADVERTISING INVOICE and STATEMENT

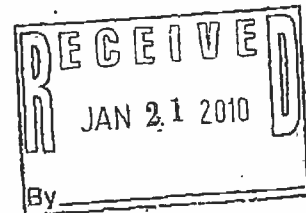
DATE	NEWSPAPER REFERENCE / DESCRIPTION - OTHER COMMENTS / CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	GROSS AMOUNT	NET AMOUNT
10/15	BALANCE FORWARD				141.84
10/10	12314 PAYMENT THANK YOU				141.84
10/10	RET 0220483 01 LEAF SCHEDULE	4X10.50	1.00		
10/10	INV#00073312				
10/10	RETAIL DISPLAY /CP SMK	42.00I	5.63		236.46
10/17	RET 0017725 01 SEWAGE FACILITY PLAN	2X145.0	1.00		
10/17	INV#00073312				
10/17	LEGALS /CP	290.00L	0.89		258.10
10/17	PROOF OF PUBLICATION				3.00
10/17	RET 0017753 01 C-R COMMERCIAL RESIDENTIA	2X124.0	1.00		
10/17	INV#00073312				
10/17	LEGALS /CP	248.00L	0.89		220.72
10/17	PROOF OF PUBLICATION				3.00
10/17	RET 0220483 01 LEAF SCHEDULE	4X10.50	1.00		
10/17	INV#00073312				
10/17	RETAIL DISPLAY /CP SMK	42.00I	5.63		236.46
10/24	RET 0017753 01 C-R COMMERCIAL RESIDENTIA	2X124.0	1.00		
10/24	INV#00073312				
10/24	LEGALS /CP	248.00L	0.89		220.72
<p><i>Handwritten:</i> 472.92 2610/10 444.94</p>					

Page 1 of 1

PLEASE PAY BILL PROMPTLY TO AVOID A LATE CHARGE OF 1.5%

APPENDIX T

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONSENT AND ORDER AGREEMENT**



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In the Matter of:

Newtown Township	:	Submission of Act 537 Plan Update
209 Bishop Hollow Road	:	Sewage Facilities Act
Newtown Square, PA 19073	:	Newtown Township
	:	Delaware County

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("CO&A") is entered into this _____ day of _____ 2010, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter "Department") and Newtown Township (hereinafter "Township").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Pennsylvania Sewage Facilities Act, Act of January 24, 1966, P.L. 1535, as amended, 35 P.S. § 750.1 et seq. ("Pennsylvania Sewage Facilities Act" or "Act 537") and Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code"), and the rules and regulations promulgated thereunder.

B. The Township is a Second Class Township located within the County of Delaware that exists under the laws of the Commonwealth of Pennsylvania and maintains its offices at 209 Bishop Hollow Road, Newtown Square, Pennsylvania 19073. The Township is considered a "municipality" as that term is defined in Section 2 of the Pennsylvania Sewage Facilities Act, 35 P.S. § 750.2.

C. Section 5(a) of the Sewage Facilities Act, 35 P.S. § 750.5(a), requires each municipality to submit to the Department an official plan for sewage services for areas within its jurisdiction.

D. The regulation at 25 Pa. Code § 71.11 requires a municipality to develop and implement official sewage facilities plans which resolve existing sewage disposal problems and provide for the future sewage disposal needs of new land development and the municipality.

E. The regulation at 25 Pa. Code § 71.12 states that municipalities shall review and revise their official plans whenever the municipality or the Department determines that the plan is inadequate to meet the existing or future sewage disposal needs of the municipality or portion thereof.

F. The regulation at 25 Pa. Code § 71.13 provides that the Department will require a municipality to revise its official sewage facilities plan when it determines that the Plan does not meet the requirements of 25 Pa. Code §§ 71.61 through 71.65.

G. Section 5(d)(9) of the Sewage Facilities Act, 35 P.S. § 750.5(d)(9), requires that a municipality designate municipal responsibility for implementation of the Sewage Facilities Plan.

H. The regulation at 25 Pa. Code § 71.21(a)(5)(vi) requires that a municipality include in its completed Plan an evaluation of sewage facilities planning alternatives for the "ability to implement" the alternatives.

I. The regulation at 25 Pa. Code § 71.21(a)(7)(iii) requires that a municipality include in its completed Plan a summary of the Plan that identifies "[m]unicipal commitments necessary to implement the plan."

J. The regulation at 25 Pa. Code § 71.31(c) specifies that: "A municipality shall submit evidence that documents the publication of the proposed plan adoption action at least once in a newspaper of general circulation in the municipality. The notice shall contain... the plan's major recommendations, including a list of the sewage facilities alternatives considered. A 30-day public comment period shall be provided. A copy of written comments received and the municipal response to each comment, shall be submitted to the Department with the plan."

K. The regulation at 25 Pa. Code § 71.31(f) provides that a municipality shall adopt the official sewage facilities plan by resolution with specific reference to the alternatives of choice and "a commitment to implement the plan within the time limits established in an implementation schedule".

L. The regulation at 25 Pa. Code § 71.32(d)(4) provides that in approving or disapproving a sewage facilities plan, the Department shall consider "[w]hether the official plan or official plan revision is able to be implemented."

M. On August 29, 2002, the Department approved the Township's "Act 537 Sewage Facilities Plan Newtown Township, Delaware County" prepared by Peter Krasas, Jr. & Associates, Inc., dated May 23, 2002, last revised August 13, 2002 ("2002 Plan").

N. The 2002 Plan also proposed the construction of a regional wastewater treatment plant and land application system ("Regional Wastewater System") to be located on the Old Masters Golf Club and Garrett Williamson properties, respectively, that would service the wastewater generated by existing and new development located in the SD-2 Sewer District. The SD-2 Sewer District included the northwestern portion of the Township in the vicinity of West Chester Pike and Boot Road, including the existing Echo Valley and Florida Park communities but excluding the SAP Property/Ellis Preserve.

O. The Department's August 29, 2002 approval was conditioned upon Newtown Township undertaking additional Act 537 sewage facilities planning to implement the Regional Wastewater System.

P. On August 21, 2006, Newtown Township submitted the Study Area 5A Special Study ("Special Study") to the Department. The Special Study was to provide the sewage facilities planning necessary to implement the Regional Wastewater System, as required under the Department's August 29, 2002 approval. The Special Study included pertinent site data, such as soils and hydrogeologic studies, needed for a proposed land application system.

Q. The Township subsequently became aware of additional sewage disposal needs beyond those identified in the Special Study. The Township decided that the Regional Wastewater System proposed in the Special Study would not have adequate disposal area to accommodate all of the Township's known needs.

R. In May 2007, the Township proposed to update its 2002 Plan by eliminating the proposed Regional Wastewater System and, instead, proposing that the wastewater generated by the majority of the northern and western portions of the Township, including Echo Valley, Florida Park and new development on Ellis Preserve, would be conveyed and connected to the Central Delaware County Authority's ("CDCA") public sanitary sewer system. The 2006 Special Study was withdrawn.

S. In support of its request for what became the 2009 Plan, the Township adopted Resolution 2007-12, titled "Resolution for Adoption of Act 537 Plan Update," on July 9, 2007. Attached as Exhibit "A".

T. Resolution 2007-12 provides, in relevant part, that:

"NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the Township of Newtown hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law."

U. On February 6, 2009, the Department approved the Township's "Official Act 537 Sewerage Facilities Plan Update for Newtown Township for CDCA Membership" dated May 21, 2007, prepared by Kelly & Close Engineers, as supplemented with additional information that the Department received on January 8, 2008, February 21, 2008, April 10, 2008, July 18, 2008, August 11, 2008, September 3, 2008 and September 8, 2008 ("2009 Plan"). The Plan includes the drawing titled "Option Two Preferred Alternative," prepared by Kelly & Close Engineers, dated January 4, 2008. In addition, in approving the Plan the Department considered and incorporated by reference: (1) Article V of the December 21, 2007 Supplemental Agreement ("Supplemental Agreement") between Newtown Township ("Township") and the Central Delaware County Authority ("CDCA") providing for the construction of improvements by CDCA to CDCA's Crum Creek Interceptor; (2) CDCA's November, 2006 Capital Improvement Program & Comprehensive Trunkline Assessment ("CDCA Improvement Program and Trunkline Assessment"); and (3) CDCA's August 8, 2007 letter to the Department regarding the coordination of construction of the facilities in light of the interceptor capacity needs of member municipalities ("Coordination Letter"). Attached as Exhibit "B".

V. Paragraph 1 of the 2009 Plan approval requires the Township to become a member of the CDCA and convey up to a total of 976,000 gallons per day ("GPD") of annual average sewage flow through CDCA to the Delaware County Regional Authority ("DELCORA") wastewater treatment facility in Chester. Id.

W. Paragraph 2 of the 2009 Plan approval requires the Township to ensure that its municipal authority constructs certain sewage collection and conveyance facilities in accordance with the schedule specified in the Plan approval. Id.

X. Paragraph 2.a. of the 2009 Plan approval provides that the Phase I service area, depicted on the plan titled "Option Two Preferred Alternative," includes the Echo Valley Neighborhood, Episcopal Academy, the DuPont Ashford Development, and the northwest portion of the Township, and will be connected to public sewers as soon as possible but no later than February 28, 2012. Pump Station 1 will have a capacity of 224,000 GPD and will receive sewage flows from the Phase I service area. It will be constructed by March 31, 2010; the pump station will be located near the western property line of the Ashford Development, and will convey flows to an existing gravity sewer in Ellis Road, which is tributary to the Camelot Pump Station. The Camelot Pump Station will be expanded to a capacity of 670,000 GPD by March 31, 2010. Id.

Y. Paragraph 2.b. of the 2009 Plan approval provides that the Phase 1A service area, depicted on the plan titled "Option Two Preferred Alternative," includes the Florida Park neighborhood, the Marville development, the Old Masters Golf Course, the Newtown Business Campus and the western portion of the Township, and will be connected to public sewers as soon as possible but no later than February 28, 2012. Pump Station 2 will have a capacity of 378,000 GPD annual average flow and will receive flows from the Phase 1A service area and from the West Chester Pike area of Edgmont Township. It will be constructed by March 31, 2010; Pump Station 2 will be located at West Chester Pike and Crum Creek. Pump Station 2 will convey flows to an existing gravity sewer in Stoney Brook Boulevard, which is tributary to the proposed Pump Station 3. In addition, the Springton Pointe Wastewater Treatment Facility will be converted into a pump station by March 31, 2010. This facility will be called Pump Station 3. Pump Station 3 will have a capacity of 413,000 GPD annual average flow. This pump station will receive flows from the area formerly tributary to the Springton Pointe Wastewater Treatment Facility and from Pump Station 2. Pump Station 3 will convey flows to an existing CDCA manhole located at the intersection of Route 252 and Media Line Road. Id.

Z. Paragraph 2.c. of the 2009 Plan approval provides that The Phase 2 service area, depicted on the plan titled "Option Two Preferred Alternative," includes the southwest corner of the Township and consists of 2 separate service areas. The area bound by Bishop Hollow Road, Gradyville Road and Stoney Brook Boulevard area will be served by public sewers as soon as practicable but no later than February 28, 2017. The remainder of the Phase 2 service area will be served by public sewers as soon as practicable but no later than February 28, 2019. Pump Station 4 will be constructed by March 31, 2010. Pump Station 4 will be located near the Township's borders with Upper Providence Township and Edgmont Township and will have a capacity of 243,000 GPD annual average flow. This pump station will receive flows from Llanbolen Lane, Bishop Hollow Road, Sleepy Hollow Drive, Springton Pointe Drive, Frog Hollow Drive and a portion of Gradyville Road. This pump station will also receive

flows from the Gradyville Road area of Edgmont Township. Pump Station 4 will convey flows to an existing CDCA manhole located at the intersection of Route 252 and Media Line Road. Id.

AA. Paragraph 3 of the 2009 Plan approval provides that CDCA has committed to construct improvements to CDCA's Crum Creek Interceptor. These improvements are required as a result of the additional flow originating in Edgmont, Newtown and Upper Providence Townships that will be conveyed through the interceptor. Id.

BB. In approving the 2009 Plan, the Department determined that the Township satisfied all applicable legal requirements, including the implementability requirements set forth in 35 P.S. § 750.5(d)(9), 25 Pa. Code §§ 71.11, 71.31(f), 71.32(d)(4), 71.25(a)(5)(vi), and 71.25(a)(7)(iii).

CC. The 2009 Plan updates the Township's Act 537 Plan that was approved by the Department on August 29, 2002 ("2002 Plan").

DD. Act 537 specifically sets up a revision and update process to accommodate new development and address local needs and planning. See Section 5(a) of the SFA, 35 P.S. § 750.5(a).

EE. On December 7, 2009, the Township Board of Supervisors, at a public meeting appropriately advertised, voted unanimously to direct its engineers to pursue a revision of its Act 537 Plan.

FF. On December 17, 2009, representatives of the Township met with Department representatives to discuss conceptually how the Township proposes to revise its 2009 Plan.

GG. The Township's conceptual revisions to the 2009 Plan would require public sewer for the western portion of the Township by providing a new conveyance route for sewage flow from that sewer service area that parallels State Route 252. Also, the revisions would add new pump stations in the Ashford and BPG developments. Provisions in the 2009 Plan that provide for sewage flow to cross West Chester Pike at Ellis Avenue, and proceed through residential development areas, would be abandoned. Also, the provisions in the 2009 Plan to enlarge the Camelot Pump Station would be eliminated.

HH. The conceptual revisions to the 2009 Plan will affect the improvements previously approved for Phase 1 and a portion of Phase 1A in the February 6, 2009 approval in that the Township will reexamine the sewage conveyance alternative selected to serve the Phase 1 service area and the flow allocations requested by the Marville and Old Masters developments in the Phase 1A sewer service area. The Township will reevaluate the allocation of capacity to certain proposed developments. Specifically, the Township is considering upping the sewer capacity for the BPG property to 267,000 GPD; BPG is approved for 185,000 GPD under the 2009 Plan. Also, the Township is considering lowering the sewer capacity for the Marville/Old Masters property to 250,000 GPD; this property is approved for 275,000 GPD of sewer capacity under the 2009 Plan.

II. As part of the conceptual revisions to the 2009 Plan, the Township is contemplating a "flow swap" that will affect Episcopal Academy and the area bounded by Bishop Hollow Road,

Newtown Street Road and Reese Ave ("Reese Ave. Properties"); the contemplated revision would direct sewage flows from Episcopal Academy to the Radnor-Haverford-Marple ("RHM") conveyance system, instead of through CDCA as approved per the 2009 Plan. The sewage flows from the Reese Ave. Properties, on the other hand, would be directed to the CDCA conveyance system under the revision; the 2009 Plan requires the Reese Avenue Properties to direct their sewage flows to RHM. The Township is considering adding the existing Melmark facility to the public sewer service area. The revisions the Township is contemplating would also allow the bypass of the Camelot Pump Station and instead add a new pump station on the BPG property. Additionally, the Township is contemplating including Ordinance 2009-1 in the Plan.

JJ. The Township does not intend to fully implement its 2009 Plan including: (1) the inclusion of Episcopal Academy in the CDCA service area; (2) the expansion of the Camelot Pump Station; (3) the time frames for sewer connection; (4) many of the milestones listed in the implementation schedule; and (5) the capacities of the other pump stations listed in the Plan.

KK. The Township will maintain and continue to implement CDCA membership as provided in the 2009 Plan. See Exhibit "B".

LL. Where a municipality fails to implement its Official Act 537 Plan, the Department has the power: "[t]o order the implementation of official plans and revisions thereto." 35 P.S. § 750.10(3).

MM. The failure of a municipality to implement its Act 537 Plan is a violation of Section 5 of the Sewage Facilities Act, 35 P.S. § 750.5, and 25 Pa. Code §§ 71.11 and 71.31(f).

NN. The violations described in Paragraph MM subject the Township to civil penalty liability under Section 13.1 (a) of the Sewage Facilities Act, 35 P.S. § 750.13a(a).

After full and complete negotiation of all matters set forth in this CO&A and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby **ORDERED** by the Department and **AGREED** to by the Township, as follows:

1. **Authority.** This CO&A is an Order of the Department authorized and issued pursuant to Section 10 of the Pennsylvania Sewage Facilities Act, 35 P.S. § 750.10 and Section 1917-A of the Administrative Code, supra.

2. **Findings.**

The Township agrees that the findings in Paragraphs A through NN are true and correct and, in any matter or proceeding involving the Township and the Department, the Township, shall not challenge the accuracy or validity of these findings.

3. **Corrective Action.** The Township agrees to complete and submit to the Department a revision to the 2009 Plan and other tasks specified as set forth in this Paragraph.

The work described above shall be accomplished in accordance with the following schedule:

<u>Milestone Event(s)</u>	<u>Milestone Date</u>
<p>1. The Township shall submit a complete Act 537 Plan Update, officially adopted by resolution of the Township, that satisfies all applicable laws and regulations, to the Department for review.</p> <p>The submitted Act 537 Plan Update shall specifically address, at a minimum, the following:</p> <ul style="list-style-type: none">a. The Plan Update will meet all applicable regulatory requirements including a demonstration by the Township that a proposed Plan Update was published for a 30-day public comment period and all written comments received during the public comment period were considered. The Plan Update will include responses to the comments.b. The Plan Update will reexamine the sewage conveyance alternative selected to serve the Phase I service area and the flow allocations requested by the Marville and Old Masters developments in the Phase I A sewer service area of the 2009 Plan.c. The Plan Update will address the effect that the Township's recent deferred connection ordinance	<p>Within 215 days of this executed CO&A</p>

Milestone Event(s)Milestone Date

(Ordinance 2009-1) will have on the public sewer service areas set forth in the 2009 Plan and any revisions or updates proposed thereto.

- d. The Plan Update shall include the on-lot sewage disposal system survey recently completed by the Township.
- e. The Plan Update shall consider whether the Township has purchased adequate capacity from CDCA to satisfy its projected needs for both existing and proposed development in the Crum creek basin public sewer service area.
- f. The Plan Update shall include an implementation schedule that revises the schedule set forth in the 2009 Plan to reflect the timing of all phases to implement the Plan Update. The revised implementation schedule shall be submitted as part of the revised Act 537 Plan Update.

<u>Milestone Event(s)</u>	<u>Milestone Date</u>
<p>2. The Department shall review the Act 537 Plan Update as described in Section 71.32 of the Department's Rules and Regulations and as otherwise required by applicable laws and regulations.</p> <p>The Department will notify the Township in writing of any deficiencies in the submitted plan and will give the Township the opportunity to resolve these deficiencies.</p>	<p>Within 120 days of receipt of a complete Act 537 Plan Update, unless the Department informs the Township prior to the end of the 120-day review period that it needs additional time, up to a maximum of 60 days, to complete its review</p>
<p>3. The Township shall submit the additional information required by the Department to address the identified deficiencies, commencing the requirements to complete Milestone No. 1 again.</p>	<p>If the Department determines that the Act 537 Plan Update is deficient, within the time limits established by the Department in its deficiency letter</p>
<p>4. The Township shall submit a complete revised Act 537 Plan Update, officially adopted by resolution of the Township, that satisfies all applicable laws and regulations, commencing the requirements to complete Milestone No. 1 again.</p>	<p>If the Department determines that the Act 537 Plan Update is disapproved within the time limits established by the Department</p>
<p>4. Applicability. This document applies only to the timing and submission of Plan Update revisions by the Township to the Department.</p>	
<p>5. Processing of Planning Modules. Any sewage facilities planning modules received by the Department will be reviewed and processed in accordance with applicable Department regulations and legal authority.</p>	
<p>6. Stipulated Penalties. The Township shall pay stipulated civil penalties in the following amounts and manner which the Department is authorized to pursue under Section 13.1(a) of the Sewage Facilities Act, 35 P.S. § 750.13.1(a):</p>	

a. In the event that the Township fails to comply in a timely manner with any term or provision of this CO&A, the Township shall be in violation of this CO&A and, in addition to other applicable remedies, shall pay a civil penalty for each violation as specified below.

b. The Township shall make a payment to the "Commonwealth of Pennsylvania" in the amount of **TWO HUNDRED-FIFTY DOLLARS (\$250)** per day for each day of noncompliance with any milestone schedule date specified in Paragraph 3 of this CO&A. Stipulated penalty payments for schedule violations shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be forwarded as described in Paragraph 6.e. below.

c. Any payment under this Paragraph shall neither waive the duties of the Township to meet its obligations under this CO&A nor preclude the Department from commencing an action to compel compliance by the Township with the terms and conditions of this CO&A.

d. Stipulated civil penalties shall be due within 30 days after the Department gives notice to the Township that they are due and payable.

e. Any payment of penalties shall be made by the Township, by corporate checks or the like, made payable to the "Commonwealth of Pennsylvania" and sent to Ms. Dana Walker, Environmental Protection Compliance Specialist, Pennsylvania Department of Environmental Protection, 2 East Main Street, Norristown, PA 19401.

7. Additional Remedies.

a. In the event the Township fails to comply with any provision of this CO&A, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this CO&A.

b. The remedies provided by this Paragraph and Paragraph 6 (Stipulated Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

8. **Reservation of Rights.** The Department reserves the right to require additional measures to achieve compliance with applicable law. The Township reserves the right to challenge any action that the Department may take to require those measures.

9. **Liability of Operator.** The Township shall be liable for any violations of the CO&A for which it is responsible, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors.

10. **Transfer of Interests.** The duties and obligations under this CO&A shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the sewage facilities, land, or any part thereof.

11. Correspondence with Department. All correspondence with the Department concerning this CO&A shall be addressed to:

Regional Water Quality Manager
Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401
Phone: 484-250-5970
Fax: 484-250-5971

with a copy sent to:

Mr. William J. Gerlach, Jr.
Assistant Counsel
Department of Environmental Protection
Office of Chief Counsel
Southeast Regional Office
2 East Main Street
Norristown, PA 19401
Phone: 484-250-5930
Fax: 484-250-5931

12. Correspondence with the Township. All correspondence with the Township concerning this CO&A shall be addressed to:

Mr. James Sheldrake
Township Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19370

with a copy sent to:

Bruce A. Irvine, Esq.
Bruce A. Irvine & Associates, P.C.
117-119 North Olive Street
Media, PA 19063
Phone: 610-565-3100

Service of any notice or any legal process for any purpose under this CO&A, including its enforcement, may be made by mailing a copy by first class mail to the above address.

13. **Severability.** The paragraphs of this CO&A shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

14. **Entire Agreement.** This CO&A shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or intent of any provisions herein in any litigation or any other proceeding.

15. **Attorney Fees.** The parties agree to bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this CO&A.

16. **Modifications.** No changes, additions, modifications, or amendments of this CO&A shall be effective unless they are set out in writing and signed by the parties hereto.

17. **Titles.** A title used at the beginning of any paragraph of this CO&A may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

18. **Decisions under Consent Order.** Any decision which the Department makes under the provisions of this CO&A, including a notice that stipulated civil penalties are due, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa.C.S. § 101. Any objection which the Township may have to the decision will be preserved until the Department enforces this CO&A.

19. **Termination.** The obligation of Paragraph 6 shall terminate when the Department determines that the Township has complied with the requirements of Paragraphs 3 and 6 and the Department has approved the revised Act 537 Plan Update.

20. **Resolution.** Attached hereto as Exhibit "C" to the CO&A is a resolution of the Board of Supervisors of Newtown Township, authorizing its signatories below to enter into the CO&A on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this CO&A to be executed by their duly authorized representatives. The undersigned representatives of the Township certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this CO&A on behalf of the Township; that the Township consents to the entry of this CO&A as a final ORDER of the Department; and that the Township hereby knowingly waives their right to appeal this CO&A and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a); and Chapters 5A and 7A, or any other provision of law.

FOR NEWTOWN TOWNSHIP:



Linda Houldin
Chairman
Board of Supervisors



Bruce A. Irvine, Esq.
Solicitor for Newtown Township

**FOR THE COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION:**

Jenifer Fields
Regional Manager
Water Management

William J. Gerlach, Jr., Esq.
Assistant Counsel


TOWNSHIP OF NEWTOWN
MUNICIPAL RESOLUTION 2010 -03

APPROVAL OF CONSENT ORDER AND AGREEMENT

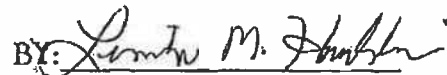
BE IT RESOLVED, by authority of the Board of Supervisors of the Township of Newtown, Delaware County, Pennsylvania, and is hereby resolved by authority of the same, that the Chairwoman of the said Municipality be authorized and directed to sign the attached Agreement on its behalf and the Secretary/Township Manager be authorized and directed to attest the same.

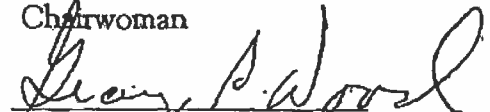
RESOLVED this 25th day of January, 2010.

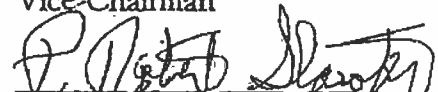
ATTEST

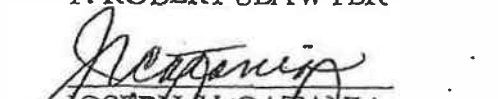
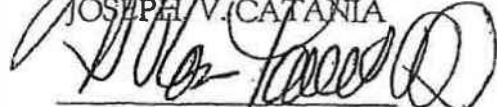

JAMES M. SHELDRAKE
Township Manager

NEWTOWN TOWNSHIP

BY: 
LINDA M. HOULDIN
Chairwoman


GEORGE P. WOOD
Vice-Chairman


P. ROBERT SLAWTER


JOSEPH V. CATANIA

H. ROSS LAMBERT

TOWNSHIP OF NEWTOWN
MUNICIPAL RESOLUTION 2010 -

APPROVAL OF CONSENT ORDER AND AGREEMENT

BE IT RESOLVED, by authority of the Board of Supervisors of the Township of Newtown, Delaware County, Pennsylvania, and is hereby resolved by authority of the same, that the Chairwoman of the said Municipality be authorized and directed to sign the attached Agreement on its behalf and the Secretary/Township Manager be authorized and directed to attest the same.

RESOLVED this 25th day of January, 2010.

ATTEST:

James M. Sheldrake (s)
JAMES M. SHELDRAKE
Township Manager

NEWTOWN TOWNSHIP

BY: Linda M. Houldin (s)
LINDA M. HOULDIN
Chairwoman

George P. Wood (s)
GEORGE P. WOOD
Vice-Chairman

P. Robert Slawter (s)
P. ROBERT SLAWTER

Joseph V. Catania (s)
JOSEPH V. CATANIA

H. Ross Lambert (s)
H. ROSS LAMBERT

I, JAMES M. SHELDRAKE, Township Manager, of the Township of Newtown, Delaware County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted January 25, 2010 at a regular meeting of the Board of Supervisors held the 25th day of January, 2010.

DATE: Jan. 25, 2010

James M. Sheldrake
JAMES M. SHELDRAKE
Township Manager

SEAL

APPENDIX U

ADOPTED RESOLUTIONS



TOWNSHIP OF NEWTOWN

RESOLUTION NO. 2013-10 APPROVAL OF ACT 537 SEWAGE FACILITIES PLAN UPDATE

RESOLUTION OF THE SUPERVISORS OF THE TOWNSHIP OF NEWTOWN,
DELAWARE COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Herbert E. MacCombie, Jr., P.E., Inc., Consulting Engineers and Surveyors of Broomall, Pennsylvania has prepared an Act 537 Official Plan Update, dated October 2012, revised February, 2013, which provides for sewage facilities in a portion of Newtown Township, and the alternative of choice to be implemented is:

Where practicable, the public sewage alternative through the Central Delaware County Authority (CDCA) conveyance and Delaware County Regional Water Quality Authority (DELCORA) treatment systems since it is the most responsible and cost-effective to the residents and the most prudent, from a treatment standpoint, in order to provide for environmental sensitivity in order to protect the health, safety, and welfare of the community. A network of gravity mains, pump stations, and force mains, ultimately discharging into the CDCA System at the southeast corner of Newtown Street Road (SR 0252) and Media Line Road in Marple Township, Delaware County, PA, adjacent to the Delaware County Community College, will be needed in order to implement this alternative. Individual development of properties for connection to the system will be the responsibility of the owners of the proposed developments. Newtown Township is allocated by agreement a flow of 961,975 gallons per day (gpd) through the Central Delaware County Authority (CDCA) conveyance system.

The Plan Update provides that the Southwestern portion of the Township, including the areas of Langollen Lane, the Springton Pointe Development south of Gradyville Road, and the Garrett Williamson Foundation property, and a small area in the northern most area of the Service Area (White Horse) remain with "On-Lot" Sewage Disposal subject to a newly established Operation and Maintenance Ordinance. The remainder of the Service Area is to be served by gravity sewer collection systems with sub drainage basin pump stations. Areas along Goshen Road and north, such as Melmark, Echo Valley, Hunt Valley Circle, Episcopal, the BPG Development, the Liseter (Ashford) development, and several small areas south of Goshen Road,

such Woolman Drive and parts of Boot Road, are to be served by gravity sewer, ultimately connecting to a pump station in the Ashford Development. Portions of the Service Area primarily south of Goshen Road are to be served by gravity sewer, ultimately connecting to the pump station in Camelot Court.

Other alternatives considered included 1) Public sewer via gravity and pump station conveyance system; 2) Public sewer via low pressure (grinder pumps) with Operation and Maintenance requirements; 3) On-Site Sewage Disposal System Community Disposal; 4) On-Lot Sewage Disposal System; 5) Holding Tank; and 6) No Action Alternative.

The key implementation activities/dates are as set forth in the Proposed Plan published on October 17, 2012, revised February, 2013, including design of the system within 6 to 9 months of plan approval, immediately followed by application for permits, followed immediately by the bidding process and the process of securing financing, immediately followed by construction. This process would only be phased if required by funding limitations, which are not anticipated.

WHEREAS, Newtown Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Supervisors of the Township of Newtown hereby adopt and submit to the Department of Environmental Protection for its approval as an update to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law.

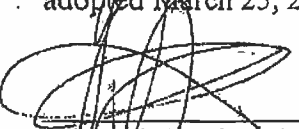
Resolved this 25th day of March, 2013.

TOWNSHIP OF NEWTOWN
BOARD OF SUPERVISORS



Joseph V. Catania, Chairman

I, Michael T. Trio, Township Manager and Secretary, Newtown Township Board of Supervisors hereby certify that the foregoing is a true copy of the Township's Resolution No. adopted March 25, 2013.



Michael T. Trio, AICP
(Township Seal)

APPENDIX V

APPROVED PLAN OF STUDY AND TASK ACTIVITY REPORT



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHEAST REGIONAL OFFICE

February 10, 2012

Mr. Michael Trio, Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

Re: Act 537 - Plan of Study
Plan of Study Update
Newtown Township
Delaware County

Dear Mr. Trio:

We have completed our review of your municipality's proposed plan of study, as prepared by Herbert B. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc., dated November 28, 2011.

Approval of this proposed plan of study is hereby granted. The estimated cost of the plan is \$142,155. Please be advised, the approval of this scope of work is not a guarantee of eligibility of planning costs for reimbursement by the Commonwealth pursuant to Section 6(a) of Act 537 and 25 Pa. Code Chapter 71 of the Department of Environmental Protection's (Department) regulations.

This plan of study approval does not constitute a final action by the Department. When a completed plan is submitted to us, we will act upon it consistent with Pa. Code Title 25, Chapter 71.

While we approve of your proposed scope of work, your anticipated time frame for plan submission is a matter of concern. Newtown Township (Township) has indicated to the Department that there are areas of the municipality in dire need of improved sewage facilities. The Township's 2002 Act 537 Plan that is now the plan of record does not adequately address the current sewage disposal needs of these areas or of anticipated growth areas. We had attempted to work with the Township via the January 28, 2010, Consent Order and Agreement to arrive at a schedule for the submission of an acceptable Act 537 plan. However, there have been numerous delays on the part of the Township in this process. We therefore request that you submit your complete, adopted plan to the Department within 6 months of the date of this letter. Any failure of the Township to submit an adequate Act 537 Plan in a timely manner may result in the Department exercising its enforcement discretion in order to elicit a plan submission from the Township.

Your municipality's Act 537 Official Plan Update is to be formatted as suggested in "A Guide for Preparing Act 537 Update Revisions," including the necessary items listed in the "Act 537 Plan Content and Environmental Assessment Checklist." All necessary items must be included, and a copy of the completed checklist must be included with your Act 537 Plan. This form is available on our website at:

http://www.dep.state.pa.us/dep/deputate/watermgt/wqp/Forms/Act537/Forms_537Plan.htm

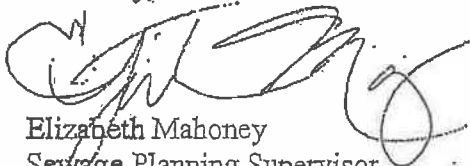
This plan may affect municipalities other than Newtown Township. We urge you to coordinate with these municipalities early in the planning process in order to facilitate the review of your plan.

Also, please be advised that the Department will not pay grants under the act for planning costs incurred prior to the date of this plan of study approval or for information that has been completed previously under local, state, or federal funding programs.

Please note that any new land developments associated with this plan will not be eligible for exemptions from sewage facilities planning under Chapter 71, Section 71.51(b)(2), until after the receiving facilities have been constructed. Applicants proposing projects that will coordinate new development construction with the construction of municipal conveyance or treatment facilities must submit Sewage Facilities Planning Modules for adoption by the municipality and approval by the Department.

If you have any questions, please contact me at 484.250.5177.

Sincerely,



Elizabeth Mahoney
Sewage Planning Supervisor
Clean Water

cc: Delaware County Planning Department
Mr. J. MacCombie, P.E. - Herbert E. MacCombie, Jr., P.E., Consulting Engineers and Surveyors, Inc.
William J. Gerlach, Esq., DEP OCC
Ms. Vollero - RCSOB, 11th Floor, Sewage Facilities Planning Section
Re 30 (joh12clw)041-1

610-356-9550
FAX 610-356-5032

Herbert E. MacCombie, Jr., P.E.

CONSULTING ENGINEERS & SURVEYORS, INC.
1000 PALMERS MILL ROAD
MEDIA, PA 19063

James W. MacCombie, P.E., P.L.S.
Herbert E. MacCombie, III, Technician

REPLY TO:
P.O. BOX 118
BROOMALL, PA 19008-0118

December 13, 2011

Mr. Keith Dudley, P.E.
Pa. Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, Pa. 19401

Re: Act 537 Plan of Study Update
Newtown Township, Delaware County, Pa.

Dear Mr. Dudley:

Please be advised that at the direction of the Board of Supervisors, attached please find for your review two (2) copies of a Task Activity Report (TAR) relative to amending and updating the Township's Current Act 537 Plan.

If you have any questions please don't hesitate to contact our office.

Very truly yours,

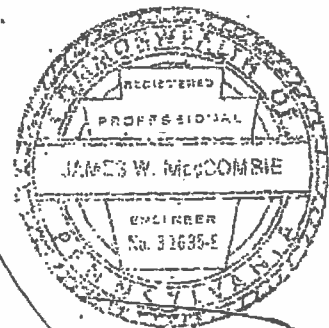

James W. MacCombie, P.E.

Copy: Michael Trio AICP, Manager
Board of Supervisors

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ACT 537
PLAN OF STUDY UPDATE
TASK ACTIVITY REPORT
FOR
NEWTOWN TOWNSHIP
DELAWARE COUNTY, PA.

PREPARED BY
HERBERT E. MacCOMBIE JR., P.E.
CONSULTING ENGINEERS & SURVEYORS, INC.
P.O. BOX 118
BROOMALL, PA. 19008



November 28, 2011

ACT 537 OFFICIAL PLAN UPDATE
NEWTOWN TOWNSHIP

In accordance with Title 25, Chapter 71, Administration of the Sewage Facilities Planning Program, of the Pennsylvania Code, a Plan of Study has been developed, for the preparation of an update to the Newtown Township (Township) Act 537 Sewage Facilities Plan (Plan). This is being prepared to establish the planning elements that are necessary to meet the requirements of the Pennsylvania Department of Environmental Protection (PADEP) as they relate to the preparation of an Act 537 Plan Official Plan Update. This update is needed to address the planning requirements necessary to provide public sanitary sewer service to a portion of Newtown Township, largely within the Crum Creek Watershed in the western portion of the Township, as defined on the enclosed location plan. This portion of the Township, as delineated on the location plan, will be the planning area for this Study. The Study shall become an amendment to the current Township wide Act 537 Plan. Based on the PADEP Act 537 Plan Content and Environmental Assessment Checklist, the following addresses the planning requirements necessary to complete the proposed Study:

Executive Summary

1. Prepare a table of contents for the document
2. Prepare a plan summary (Executive Summary).
 - A. Identify the planning area to be served by the future collection and conveyance system.
 - B. Identify the alternatives and chosen alternative.
 1. Alternative 1: Collection and conveyance via a network of gravity sewer, pump stations, force mains, grinder pumps and low pressure sewers to a connection point within Marple Township being an existing conveyance main owned and operated by the Central Delaware County Authority (CDCA).
 2. Alternative 2: Collection and conveyance of wastewater to community wastewater treatment facilities and discharge of plant effluent via stream discharge and/or drip irrigation for the areas of concern.
 3. Alternative 3: On Site Sewage Disposal

- C. Include the cost opinion for implementing the proposed alternative.
- D. Identify the municipal commitments necessary to implement the plan.
- E. Provide a schedule for implementing the proposed project.
- 3. Include original signed and sealed Resolutions of Adoption executed by Newtown Township and the Newtown Township Municipal Authority.
- 4. Include comments provided by Newtown Township, Newtown Township Municipal Authority, Newtown Township Planning Commission, and the Delaware County Planning Commission.
- 5. Include Proof of Public Notice.
- 6. Include a copy of all written comments received and written responses to each comment.
- 7. Prepare a project implementation schedule.
- 8. If any planning inconsistencies are identified; documentation will be provided discussing the resolution of the inconsistencies. If none are identified, a statement will be made to that effect.

General Plan

I. Previous Wastewater Planning

- A. Identify and discuss existing wastewater planning.
 - 1. Discuss previous Act 537 planning.
 - 2. Discuss planning that has not been done in accordance with an approved implementation schedule.
 - 3. Discuss additional planning, if any, that is anticipated or planned by Newtown Township.
 - 4. Discuss planning that has been done via official plan revisions such as planning modules or addenda.
- B. Identification of Municipal and County planning documents.
 - 1. Identify land use plans and zoning maps as they pertain to Newtown Township.

2. Identify the zoning regulations that establish lot sizes.

II. Physical and Demographic Analysis

- A. Identify the planning area, municipal boundaries and service area boundaries utilizing existing Act 537 mapping.
- B. Identify physical characteristics of the planning area. Existing in addition to new Act 537 mapping will form the basis for this identification supplemented by USGS and National Wetlands Inventory maps, as required.
- C. Discuss geological features in the service area.
- D. Discuss topographic features in the service area.
- E. Identify potable water supply information by obtaining service area mapping from the water supplier in the planning area.
- F. Identify wetlands in the area utilizing a National Wetlands Inventory Map and existing Act 537 mapping.

III. Existing Sewage Facilities in the Planning Area

- A. Identify and describe municipal sewerage systems in the planning area.
 1. Discuss location, size and ownership of existing treatment, collection and conveyance facilities. A map will be provided to show the location of the collection and conveyance facilities within Newtown Township that could potentially serve the planning area.
 2. Provide a narrative of the basic treatment process.
 3. Provide a description of the problems, if any, with the existing treatment plant.
 4. Provide details, if any, relative to ongoing upgrading or expansion of the treatment facilities.
 5. Provide a description of operation and maintenance requirements and the status of past and present compliance with these requirements.
- B. 1,2,3,4, Since the plan is to provide public sewers to the planning area, identification of individual on-lot disposal will not be thoroughly

addressed except for a discussion of concerns relative to potential failing systems in the Springton Pointe, Sleepy Hollow, Frog Hollow, and Llangollen Lane Subdivisions.

- C. 1,2,3, Identification of wastewater sludge and septage generation is not considered applicable to Alternate 1, since that alternate only addresses the collection and conveyance needs of the planning area.

IV. Future Growth and Development

- A. Describe future growth and development through mapping, text and analysis for the planning area as defined by this Study.
1. Discuss areas with existing development or plotted subdivision.
 2. Discuss land use designations including residential, commercial and industrial areas.
 3. Discuss future growth areas, population and EDU projections for these areas.
 4. Briefly discuss zoning and subdivision regulations as they pertain to planned development.
 5. Discuss the sewage planning required to provide adequate wastewater treatment for planned development.
 - a. Address 5-year growth impacts.
 - b. Address 10-year growth impacts.

V. Alternatives to Provide New or Improved Wastewater Disposal Facilities

- A. Identify the alternative to provide for improved sewage facilities.
1. Identification of regional wastewater treatment concepts as an alternative shall address the use of the DELCORA wastewater treatment facility (Alternative 1).
 2. The potential for extension of existing municipal sewage facilities to areas in need. This will examine the extension of public sewer collection and conveyance to the planning area such that wastewater can be conveyed to the existing CDCA wastewater collection and conveyance system.

3. A discussion addressing the potential for the decommissioning of the existing Hunter's Run and Springton Pointe Estates Community Wastewater Treatment Systems. The discussion shall be based on information from previous evaluations and analyses conducted by the Township.
 4. Analysis of a new community sewage system. This shall consist of analyzing the potential of wastewater collection, local treatment, and drip irrigation of plant effluent (Alternative 2).
 5. Analysis of alternatives as they relate to repair and replacement of existing collection and conveyance system components.
 6. Discussion as it relates to the use of alternate methods of collection/conveyance to serve need areas using existing wastewater treatment facilities will be addressed.
- B. The use of individual sewage disposal systems is not necessarily applicable to this Study.
 - C. Assessment of alternatives based on the use of small flow sewage treatment facilities, land treatment alternatives or package treatment facilities to serve individual homes or clusters of homes will be addressed. See V.A.4. above.
 - D. Analysis based on the use of community land disposal shall be addressed in Section V.C. and V.A.4 above.
 - E. Addressing the use of retaining tank alternatives is not applicable to this Study.
 - F. A discussion of the need for and implementation of a sewage management program will not be addressed as part of this Study and is not considered applicable to this Study.
 - G. Non-structural comprehensive planning alternatives are not applicable to this Study.
 - H. Provide a no-action alternative which includes impacts on:
 1. Water Quality and Public Health.
 2. Growth Potential
 3. Community and economic conditions.

4. Recreational opportunities.
5. Drinking water sources
6. Other environmental concerns.

VI The Evaluation of Alternatives

- A. Evaluate the alternatives, identified in Section V, for consistency with respect to the following:
 1. Plans developed under the Clean Stream Law.
 2. Plans developed under the Municipal Wasteload Management Plan (Chapter 94).
 3. Plans developed under Title II of the Clean Water Act.
 4. Comprehensive plans developed under the Pennsylvania Municipalities Planning Code.
 5. **Anti-degradation requirements as contained in PA Code, Title 25, Chapters 93, 95 and 102 and the Clean Water Act,**
 6. State water plans developed under the Water Resources Planning Act.
 7. Pennsylvania Prime Agricultural Land Policy.
 8. The County Act 167 Stormwater Management Plan.
 9. Wetlands Protection.
 10. Protection of rare, endangered or threatened plant and animal species as identified by the PNDI.
 11. Historical and Archeological Resource Protection.
- B. Provide for the resolution of any inconsistencies with items 1 through 11 above, if necessary.
- C. Evaluate the alternatives with respect to applicable water quality standards and effluent limitations.

- D. Provide a preliminary cost opinion for construction, financing and engineering fees for the alternatives identified in Section V.
- E. Provide an analysis of funding methods available to finance the proposed alternatives including financial contributions from private entities.
- F. Analyze the need for immediate or phased implementation.
- G. Analyze the ability of the Township to implement the alternative.

VII. Institutional Evaluation

- A. Provide a brief discussion of the Township and Authority, their past actions and present performance including:
 - 1. Financial and debt status
 - 2. Available staff and administrative resources
 - 3. Provide an analysis of the Township's and Authority's legal authority to implement wastewater planning recommendations, implement system-wide operation and maintenance activities, set user fees, take purchasing actions, take actions against ordinance violators, negotiate agreements with other parties and raise capital for construction, operation and maintenance of facilities.
- B. Describe the various institutional alternatives necessary to implement the technical alternatives, including:
 - 1. There is no need for a new Authority. No analysis will be completed for this.
 - 2. Function of the Township.
 - 3. Cost of administration, implementation, and capability of the Township to provide for future needs.
- C. Describe necessary administrative and legal activities, if any, to be completed and adopted to ensure the implementation of the alternatives, including:
 - 1. Legal authorities of incorporation.
 - 2. Required ordinances, standards, regulations and inter-municipal agreements.

3. Provisions of rights-of-way, easements, and land transfers.
4. Other sewage facilities plan adoptions.
5. Legal documents, if any.
6. Dates or time frames of 1-5 above on the implementation schedule.

VIII

Selected Wastewater Treatment and Institutional Alternative

- A. Identify the alternative that is the most feasible from a technical, financial, and institutional standpoint. Justify the choice based on:
 1. Existing wastewater disposal needs.
 2. Future wastewater disposal needs.
 3. Operations and maintenance considerations.
 4. Cost effectiveness.
 5. Availability management and administrative systems.
 6. Available finance methods.
 7. Environmental soundness.
- B. Describe the capital financing plan chosen to implement the selected alternative.

TASK / ACTIVITY REPORT

Newtown Township
Municipality

Delaware
County

Proposed Planning Area (Attach Map)

11/28/11
Date of Report

Date Completed Plan Will Be Submitted to DEP

November 2012

Estimated Cost of Plan

\$142,155.00

TASK ACTIVITY	Principal		PROJECT ENGINEER		SENIOR ENGINEER		E.I.T.		CADD		DRAFTSMEN		CLERICAL		Q/M		EXPENSES		LEGAL EXPENSES		SUB TOTAL (\$)
NUMBER FROM APPENDIX I	HR/ RATE	135.00	HR/ RATE	102.50	HR/ RATE	105.00	HR/ RATE	80.00	HR/ RATE	70.00	HR/ RATE	65.00	HR/ RATE	40.00	HR/ RATE	150.00			HR/ RATE	140.00	
	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)	HRS.	COST (\$)		COST (\$)	HRS.	COST (\$)	
I	12	\$1,620	24	\$2,460	6	\$630	12	\$960		\$0		\$0	3	\$120				\$400	8	\$1,120	\$7,310
II	10	\$1,350	36	\$3,690	10	\$1,050	6	\$480	18	\$1,260	18	\$1,170	4	\$160				\$400			\$9,560
III	12	\$1,620	36	\$3,690	10	\$1,050	18	\$1,440	18	\$1,260	18	\$1,170	4	\$160				\$400			\$10,790
IV	10	\$1,350	36	\$3,690	12	\$1,260	18	\$1,440	18	\$1,260	18	\$1,170	4	\$160				\$400	12	\$1,680	\$12,410
V	20	\$2,700	80	\$8,200	12	\$1,260	18	\$1,440	18	\$1,260		\$0	4	\$160				\$400	8	\$1,120	\$16,540
VI	12	\$1,620	36	\$3,690	12	\$1,260	18	\$1,440		\$0		\$0	4	\$160				\$400	10	\$1,400	\$9,970
VII	12	\$1,620	36	\$3,690	12	\$1,260	18	\$1,440		\$0		\$0	4	\$160				\$400	30	\$4,200	\$12,770
VIII	12	\$1,620	36	\$3,690	12	\$1,260	18	\$1,440		\$0		\$0	4	\$160				\$400	15	\$2,100	\$10,670
Plan of Study	10	\$1,350	2	\$205		\$0	2	\$160		\$0		\$0	4	\$160				\$200	2	\$280	\$2,355
Munic. Plan																					\$7,900
Coord./Plan to	20	\$2,700	32	\$3,280					6	\$420								\$1,500			\$0
DEP																					\$0
Respond to	30	\$4,050	60	\$6,150	15	\$1,575	18	\$1,440	18	\$1,260			16	\$640				\$100	20	\$2,800	\$18,015
Comments																					\$0
Proj. Mgmt.	12	\$1,620											4	\$160				\$100			\$1,880
Q/M															16	\$2,400					\$2,400
Plan Reimburs.			30	\$3,075					6	\$420			6	\$240				\$500			\$4,235
Meetings	40	\$5,400	60	\$6,150														\$1,000	20	\$2,800	\$15,350
Totals	212	\$28,620	504	\$51,660	101	\$10,605	146	\$11,680	102	\$7,140	54	\$3,510	61	\$2,440	16	\$2,400		\$6,600	125	\$17,500	\$142,155

James W. MacCombie, P.E., P.L.S.
Name of Person Completing Report

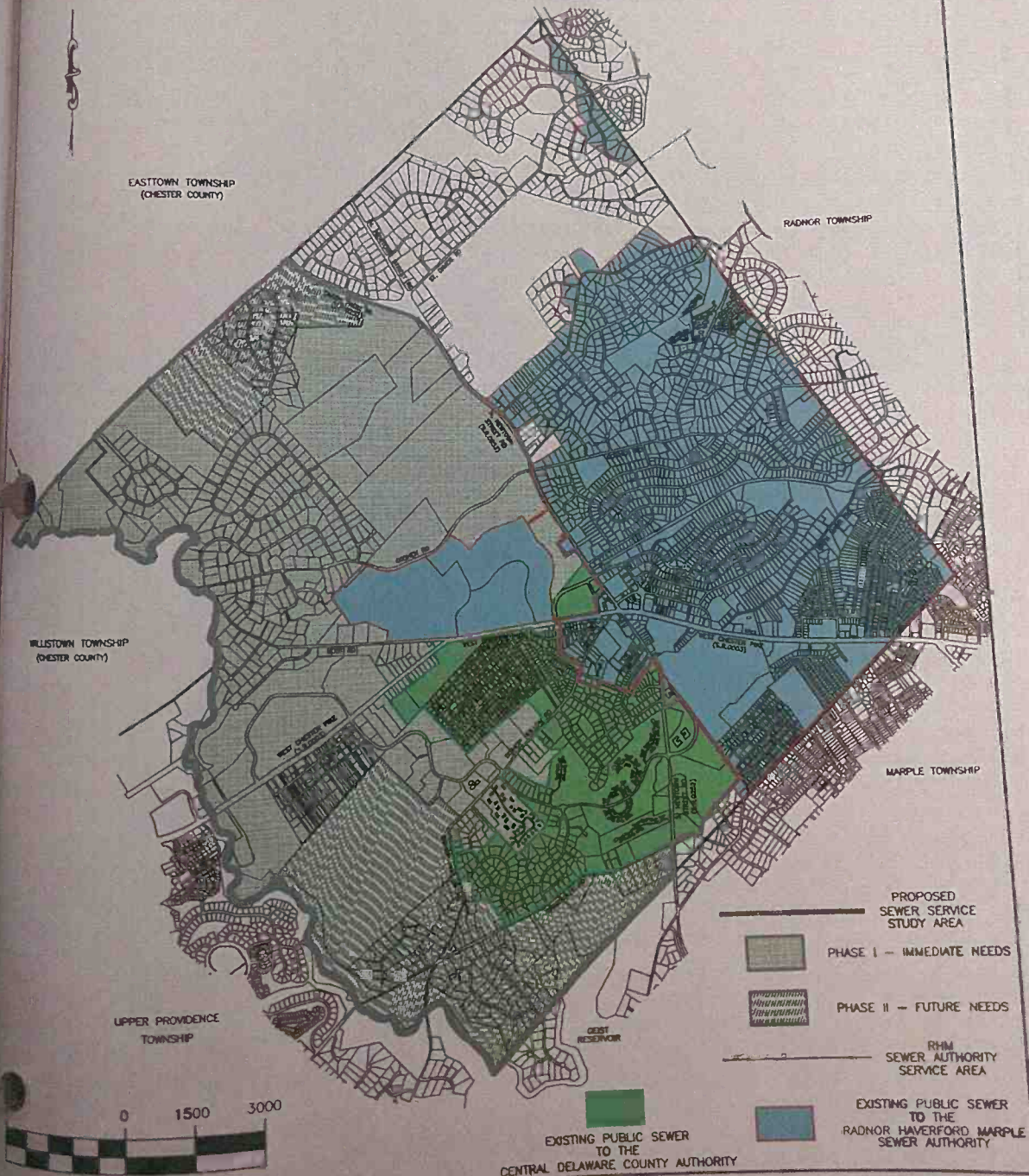
Signature

Principal
Title

Manager

Township

PLAN OF PROPOSED SEWER SERVICE STUDY AREAS FOR NEWTOWN TOWNSHIP DELAWARE COUNTY, PENNSYLVANIA



APPENDIX W

CENTRAL DELAWARE COUNTY AUTHORITY (CDCA) AGREEMENT

Draft: April 16, 2007
Revised May 11, 2007
Revised August 24, 2007
Revised September 7, 2007
Revised September 11, 2007
Revised October 2, 2007
Revised October 16, 2007
Revised November 7, 2007
Revised November 16, 2007
Revised November 29, 2007
Revised December 7, 2007
Revised December 17, 2007
Final revision December 21, 2007

SUPPLEMENTAL AGREEMENT

Dated as of Dec, 21, 2007

Between

CENTRAL DELAWARE COUNTY AUTHORITY

and

Borough of Morton

Borough of Prospect Park

Borough of Ridley Park

Borough of Rutledge

Borough of Swarthmore

Township of Edgmont

Township of Marple

Township of Nether Providence

Township of Newtown

Township of Ridley

Township of Springfield

Township of Upper Providence

This SUPPLEMENTAL AGREEMENT, dated DEC 21, 2007, by and between the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Edgmont, Marple, Nether Providence, Newtown, Ridley, Springfield and Upper Providence, political subdivisions of the County of Delaware, Commonwealth of Pennsylvania (hereinafter collectively the "Municipalities"),

AND

Central Delaware County Authority, a joint municipal authority organized and existing under the provisions of the Municipality Authorities Act of 1935 (Act of June 28, 1935, P.L. 463, as amended) and operating under the provisions of the Municipality Authorities Act of 1945 (Act of May 2, 1945, P.L. 382, as amended) (hereinafter the "Authority").

WHEREAS, the Authority was organized by the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Nether Providence, Ridley and Springfield, and the Township of Marple subsequently joined the Authority (said municipalities collectively called the "Existing Member Municipalities"); and

WHEREAS, the Authority now operates and maintains a certain sewerage system, consisting of trunk line sewers, a sewage pumping station and appurtenant equipment (hereinafter "Sewerage System"), serving the Existing Member Municipalities, subject to the terms and conditions of Agreements dated September 20, 1938, December 1, 1938, October 1952 and August 17, 1960, as amended and supplemented by each Existing Member Municipality in 2006; and

WHEREAS, the Authority and the Delaware County Regional Water Quality Control Authority (hereinafter "DELCORA") entered into a Service Agreement dated

December 1, 1973, and amendments thereto on April 21, 1981 and March 9, 1999 (hereinafter "DELCORA Service Agreement") which provides for conveyance of sewage from the Authority's Sewerage System through trunk lines of DELCORA to the Southwest Water Pollution Control Plant of the City of Philadelphia and/or DELCORA's Western Regional Treatment Plant in the City of Chester;

WHEREAS, each of the Existing Member Municipalities entered into separate Agreements with the Authority and DELCORA on May 1, 1973, and amendments thereto on March 9, 1999, wherein each, among other things, agreed to execution of the DELCORA Service Agreement by the Authority and agreed to pay its proportionate share of amounts payable by the Authority to DELCORA, thereunder;

WHEREAS, Upper Providence Township, Newtown Township and Edgmont Township (hereinafter "New Member Municipalities") have each, through Resolutions duly passed by their governing bodies, signified their desire to become members of the Authority; and

WHEREAS, the New Member Municipalities propose to connect one or more of their respective municipal sewer lines to the Authority's Crum Creek trunk line interceptor ("Crum Creek Interceptor").

NOW THEREFORE, for and in consideration of the premises, as well as the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

ARTICLE I

ADMISSION OF NEW MEMBER MUNICIPALITIES

1.1 The New Member Municipalities shall be joined as full and equal members of the Authority, the joinder of each New Member Municipality will be effective upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder.

1.2 The Authority and Municipalities agree to execute all documents and to take all actions necessary to effectuate the joinder of the New Member Municipalities as full and equal members of the Authority.

1.3 Each New Member Municipality shall appoint a member to the Board of the Authority whose term of office shall be as follows:

(a) Township of Newtown: 3 year term effective from the First of January of the year in which such joinder shall become effective;

(b) Township of Upper Providence: 2 year term effective from the First of January of the year in which such joinder shall become effective;

(c) Township of Edgmont: 1 year term effective from the First of January of the year in which such joinder shall become effective.

Thereafter, each New Member Municipality shall appoint a successor member to the Board of the Authority for successive five (5) year terms.

1.4 In accordance with the attached Exhibit "A" entitled "Crum Creek Watershed Sewage Flow Study" which shows the New Member Municipalities defined sewer service areas, the Authority agrees to accept within its Crum Creek Interceptor from the New Member Municipalities the following daily sanitary sewage flows:

a. Newtown Township - 961,975 gallons per day, average daily flow;

- b. Edgmont Township – 350,000 gallons per day, average daily flow;
- c. Upper Providence Township – 479,070 gallons per day, average daily flow.

1.4.2 Provided, however, that the Authority's obligation to accept any sewage flow from any sewer line of a New Member Municipality shall not arise until (1) the New Member Municipality has constructed an inter-connection or inter-connections between said New Member Municipality sewer line and the Authority's Crum Creek Interceptor satisfactory to the Authority's consulting engineer; (2) the New Member Municipality receives approval from the Pennsylvania Department of Environmental Protection through the Act 537 Sewage Facilities Process; (3) the New Member Municipality establishes, to the satisfaction of the Authority's consulting engineer, that the sewage flows will not include an unacceptable volume of inflow and infiltration (including flows during periods of wet weather) into the New Member Municipality's collection and conveyance sewer lines tributary to the inter-connection(s); and (4) the New Member Municipality's interconnection(s) to the Authority's Sewerage system must maintain meters that are coordinated, compatible and approved through the DELCORA metering program.

1.5 Each New Member Municipality shall bear the full responsibility for all costs and expenses associated with all inter-connections of the New Member Municipality's sewer lines with the Crum Creek Interceptor, including all costs of inspection by the Authority's consulting engineer, and any and all improvements

relating in any manner to the conveyance or discharge of any sanitary sewage flows within the New Member Municipality's borders into the Crum Creek Interceptor.

ARTICLE II

PAYMENTS BY NEW MEMBER MUNICIPALITIES

BUY-IN COSTS

2.1 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Edgmont in the Authority, the Township of Edgmont shall pay to the Authority the sum of \$362,726.00 as representative of the Township of Edgmont's equity purchase of the Authority's existing system and facilities. The portion of the Township of Edgmont's equity purchase of the Authority's existing system and facilities shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton - \$10,932.00
- (b) Borough of Prospect Park - \$22,393.00
- (c) Borough of Ridley Park - \$26,948.00
- (d) Borough of Rutledge - \$2,545.00
- (e) Borough of Swarthmore - \$22,734.00
- (f) Township of Marple - \$63,432.00
- (g) Township of Nether Providence - \$42,788.00
- (h) Township of Ridley - \$110,317.00

- (i) Township of Springfield – \$60,637.00

2.2 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Newtown in the Authority, the Township of Newtown shall pay to the Authority the sum of \$606,565.00 (\$997,565.00 minus credit for \$391,000.00 previously paid by the Township of Newtown to the Authority) as representative of the Township of Newtown's equity purchase of the Authority's existing system and facilities. The portion of the Township of Newtown's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$18,281.00
- (b) Borough of Prospect Park – \$37,447.00
- (c) Borough of Ridley Park – \$45,063.00
- (d) Borough of Rutledge – \$4,256.00
- (e) Borough of Swarthmore – \$38,017.00
- (f) Township of Marple – \$106,074.00
- (g) Township of Nether Providence – \$71,551.00
- (h) Township of Ridley – \$184,477.00
- (i) Township of Springfield – \$101,399.00

2.3 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of

Upper Providence in the Authority, the Township of Upper Providence shall pay to the Authority the sum of \$569,056.00 (\$579,056.00 minus credit for \$10,000.00 previously paid by the Township of Upper Providence to the Authority) as representative of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities. The portion of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$17,151.00
- (b) Borough of Prospect Park – \$35,131.00
- (c) Borough of Ridley Park – \$42,276.00
- (d) Borough of Rutledge – \$3,993.00
- (e) Borough of Swarthmore – \$35,666.00
- (f) Township of Marple – \$99,514.00
- (g) Township of Nether Providence – \$67,127.00
- (h) Township of Ridley – \$173,069.00
- (i) Township of Springfield – \$95,129.00

CASH RESERVE COSTS

2.4 On or before JUNE 30, 2008, the Township of Edgmont shall pay to the Authority the sum of \$57,442.00 as representative of the Township of Edgmont's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Edgmont's cash reserve contribution to the Authority's existing cash

reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$2,432.00
- (b) Borough of Prospect Park – \$4,982.00
- (c) Borough of Ridley Park – \$5,995.00
- (d) Borough of Rutledge – \$566.00
- (e) Borough of Swarthmore – \$4,203.00
- (f) Township of Marple – \$6,867.00
- (g) Township of Nether Providence – \$4,632.00
- (h) Township of Ridley – \$19,239.00
- (i) Township of Springfield – \$8,526.00

2.5. On or before JUNE 30, 2008, the Township of Newtown shall pay to the Authority the sum of \$157,976.00 as representative of the Township of Newtown's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Newtown's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$6,688.00
- (b) Borough of Prospect Park – \$13,700.00

- (c) Borough of Ridley Park – \$16,487.00
- (d) Borough of Rutledge – \$1,557.00
- (e) Borough of Swarthmore – \$11,560.00
- (f) Township of Marple – \$18,886.00
- (g) Township of Nether Providence – \$12,739.00
- (h) Township of Ridley – \$52,911.00
- (i) Township of Springfield – \$23,448.00

2.6 On or before JUNE 30, 2008, the Township of Upper Providence shall pay to the Authority the sum of \$91,700.00 as representative of the Township of Upper Providence's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Upper Providence's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$3,882.00
- (b) Borough of Prospect Park – \$7,952.00
- (c) Borough of Ridley Park – \$9,570.00
- (d) Borough of Rutledge – \$904.00
- (e) Borough of Swarthmore – \$6,710.00
- (f) Township of Marple – \$10,963.00
- (g) Township of Nether Providence – \$7,395.00

(h) Township of Ridley – \$30,713.00

(i) Township of Springfield – \$13,611.00

2.7 Each of the New Member Municipalities represents and warrants that it has on hand, set aside and earmarked for the purpose, funds equal or in excess of the amount required for the payments outlined in Sections 2.1 through 2.6 and that said funds are legally available for said purpose. The above outlined distribution of the New Member Municipalities "buy-in" costs and "cash reserve contribution" is derived in accordance with the attached and incorporated spreadsheet entitled "Distribution of Contribution to Existing Members" which is identified as "Exhibit B."

PROFESSIONAL FEES, COSTS AND EXPENSES

2.8 In addition to the payments referenced in Sections 2.1 through 2.6, upon execution of this agreement, the New Member Municipalities shall pay to the Authority: (1) the previously agreed upon \$25,000.00 cost for professional fees incurred by the Authority prior to April 6, 2006 and (2) all costs and expenses, including attorneys and engineering fees and charges, incurred from the date of April 6, 2006 forward, by the Authority relating in any manner to the request of any New Member Municipality to join the Authority or the implementation of the joinder.

2.9 Except as provided herein, the right of the Authority to demand and receive from the New Member Municipalities the amounts payable under Sections 2.1 through 2.6 shall be unaffected by any delay for any reason in the construction or the approval by any governmental body or agency of any interconnection(s) or

improvements planned or being made by the New Member Municipalities, unless the delay is solely caused by or solely attributable to the Authority or any Existing Member Municipality.

ARTICLE III

OPERATION AND MAINTENANCE

3.1 The Authority agrees that it will, for and during the term of this Supplemental Agreement, operate and maintain the Sewerage system, and that it will keep the same in good order and repair, save where prevented from doing so by Act of God, war, riot, rebellion sabotage, act of the public enemy, or public calamity, in which event the Authority may suspend operation until the cause of such suspension shall no longer exist and for such reasonable time thereafter as may be required to effect a resumption of operations.

3.2 Each Municipality agrees to pay to the Authority, but only from current revenues or sewer rentals or both which are legally available for the purpose, the Municipality's proportionate share of (1) all amounts expended for the operation, insuring, maintenance and repair of the Authority's Sewerage system; (2) all amounts expended for administration of the Authority; and (3) all amounts payable by the Authority under the DELCORA Service Agreement. Said proportionate share shall be determined in accordance with Sections 3.2.1 and 3.2.2, below.

3.2.1 PAYMENTS BY NEW MEMBER MUNICIPALITIES FOR
OPERATION AND MAINTENANCE: For the purpose of computing the amount which each New Member Municipality shall owe for the ensuing calendar year under

Section 3.2, each New Member Municipality shall be responsible to pay to the Authority, as a service charge, each year an amount which bears the same proportion to Operating Costs of the Authority during the given year as the metered Sewage flowing from the particular Municipality to the Authority's facilities bears to the total amount of Sewage flowing from of all of the Municipalities to the Authority's facilities during such year. All service areas in each New Member Municipality must be metered by meters that are coordinated, compatible and approved through the DELCORA metering program.

After the receipt of such metered flow reports, the Authority shall compute the amounts to be paid by each New Member Municipality and shall so notify each Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each New Member Municipality as thus determined shall be paid to the Authority by the New Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

3.2.1 (A) The obligation of the New Member Municipalities to pay for the operating expenses outlined in Sections 3.2 and 3.2.1 above shall be conditioned upon the New Member Municipality (1) establishing an interconnection(s) with the Authority's Crum Creek Interceptor and (2) the Authority accepting sanitary sewer flows from the New Member Municipality's interconnection(s) with the Crum Creek Interceptor.

3.2.2 PAYMENTS BY EXISTING MEMBER MUNICIPALITIES

FOR OPERATION AND MAINTENANCE: For the purpose of computing the amount which each Existing Member Municipality shall owe for the ensuing calendar year under Section 3.2, each Existing Member Municipality agrees to pay to the Authority, as a service charge, an amount in respect of each calendar year or portion thereof during which Original Agreement, as amended hereby, is in effect, as follows:

(a) For calendar year 2008, such amount shall be calculated and determined based on the following formula: twenty (20%) percent of the amount determined by use of the Metered Flow Method plus eighty (80%) percent of the amount determined by use of the EDUs Method;

(b) For calendar year 2009, such amount shall be calculated and determined based on the following formula: forty (40%) percent of the amount determined by use of the Metered Flow Method plus sixty (60%) percent of the amount determined by use of the EDUs Method;

(c) For calendar year 2010, such amount shall be calculated and determined based on the following formula: sixty (60%) percent of the amount determined by use of the Metered Flow Method plus forty (40%) percent of the amount determined by use of the EDUs Method;

(d) For calendar year 2011, such amount shall be calculated and determined based on the following formula: eighty (80%) percent of the amount determined by use of the Metered Flow Method plus twenty (20%) percent of the amount determined by use of the EDUs Method;

(c) For calendar year 2012 and all periods thereafter, such amount shall be calculated and determined by use of the Metered Flow Method.

The number of Units for all other uses shall be agreed upon from time to time by the Authority and the Existing Member Municipality concerned. Each Existing Member Municipality agrees to promptly notify the Authority should its sewer lines receive sewage from uses not listed herein. The Authority may require that each Existing Member Municipality's submission contain a breakdown of the number of units for each type of use listed.

As used in Section 3.2.2, the term "Unit" is limited to facilities which are (a) located in the area tributary to the Authority's Sewerage system and (b) connected with said Sewerage system.

After the receipt of such reports, the Authority shall compute the amounts to be paid by each Existing Member Municipality and shall so notify each Existing Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each Existing Member Municipality as thus determined shall be paid to the Authority by the Existing Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

The term Equivalent Dwelling Units (EDUs), as used throughout this agreement, shall be defined by resolution of the Authority Board. A true and correct copy of the Board's most recent resolution defining EDUs is attached hereto and incorporated herein as "Exhibit C."

3.3 Each Member Municipality shall be liable for its proportionate share of the cost of the entire sewer system of the Authority based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above. It is the intention of the New and Existing Member Municipalities to hereby eliminate the Administrative and Crum Creek Budgets of the Authority and to merge the Administrative and Crum Creek Budgets into the General Fund budget of the Authority.

ARTICLE IV

CAPITAL PROGRAM

4.1 All Member Municipalities hereby acknowledge and agree that certain Capital Improvements must be completed on the Crum Creek Interceptor to address dry weather capacity, wet weather capacity, excessive inflow and infiltration and pipe rehabilitation. Said Capital Improvements are fully described in the document entitled "Central Delaware County Authority Crum Creek Interceptor: Capital Improvement Program and Comprehensive Trunkline Assessment: Final Report," dated October 2005, updated November 2006 and authored by Catania Engineering Associates, Inc. ("the Catania Report"), that is incorporated herein by reference.

4.2 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to the Crum Creek Interceptor under Section 4.1, each Member Municipality shall be liable for the Capital Improvement costs for the

Rehabilitation work conducted on the Crum Creek Interceptor according to the following computations¹:

(a)	Upper Providence Township	5.0%
(b)	Newtown Township	8.7%
(c)	Edgmont Township	3.1%
(d)	Marple Township	9.9%
(e)	Morton Borough	3.5%
(f)	Nether Providence Township	7.1%
(g)	Prospect Park Borough	7.2%
(h)	Ridley Park Borough	8.6%
(i)	Ridley Township	27.7%
(j)	Rutledge Borough	0.8%
(k)	Springfield Township	12.4%
(l)	Swarthmore Borough	6.0%

4.3 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to any and all other Capital Improvement projects other than the Crum Creek Interceptor under Section 4.2, each Member Municipality shall pay its proportionate share of their stated EDU at total build-out, in accordance to the payment provisions set forth in Section 4.2, above.

ARTICLE V

¹ The Capital Cost computations are based upon each Member Municipality's EDU-based percentage at build-out and are subject to review and revision by the Authority every five (5) years.

EXPANSION OR ENLARGEMENT COSTS:

5.1 The parties hereto acknowledge and agree that the addition of the New Member Municipalities to the Authority will require an expansion of the existing Crum Creek Interceptor facilities, trunkline and equipment. The New Member Municipalities shall bear responsibility to pay the costs and expenses, including construction, legal, engineering and financial costs, associated with the expansion and/or enlargement of the Crum Creek Interceptor facilities, trunkline and equipment.

5.2 Prior to December 30, 2007, each New Member Municipality shall conduct, at its sole cost and expense, a cost estimate review of the proposed expansion and/or enlargement project contained in the Catania Report. In the event that the New Member Municipality's cost estimate review determines that the expansion and/or enlargement cost estimate exceeds the Authority's cost estimate by thirty (30%) percent or greater, the New Member Municipality may, subject to the limitations below, withdraw its membership request by providing written notice of withdrawal to the Authority and the other New Member Municipalities on or before December 30, 2007.

5.2.1. Provided however, that the New Member Municipality's ability to withdraw its membership request shall not relieve the New Member Municipality from liability to reimburse the Authority for the professional fees, costs and expenses as outlined in Sections 2.8 and 2.9, above.

5.2.2. To the extent that the withdrawal(s) by a New Member Municipality shall necessitate the redesign of the expansion and/or enlargement project, the withdrawing New Member Municipalities shall bear the sole responsibility

for any redesign costs incurred due to the withdrawal(s). Payment for any redesign costs must be made within thirty (30) days of the invoice date for the cost.

5.3. In the event that any one New Member Municipality elects to withdraw its membership request, the remaining New Member Municipalities shall, on or before December 30, 2007, notify the Authority of their intent to proceed with membership, otherwise the Authority will cease all new membership efforts and projects within thirty (30) days of Authority's receipt of the withdrawal notice.

5.4 In the event that any one New Member Municipality elects to withdraw its membership request and one or both of the remaining New Member Municipalities notify the Authority of their intent to proceed with membership, the remaining New Member Municipalities shall:

5.4.1. Bear responsibility for any additional legal and/or engineering expenses associated with the expansion and/or enlargement project required to accommodate the New Member Municipalities;

5.4.2. Hold the Authority Harmless for any delay in the expansion and/or enlargement project caused by the withdrawal.

5.5 Contract Bids: Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the New Member Municipalities, the Authority will take steps to (i) borrow the capital funds necessary for the Capital Improvement Project and (ii) advertise the Capital Improvement Project and Expansion and Enlargement Project for bids (jointly hereinafter "Project Bids.")

5.5.1. In the event that the all Project Bids exceed the project cost estimate by twenty (20%) percent or more, the Authority will not proceed with the Capital Improvement Project and Expansion and Enlargement Project without the approval of the majority of Board Members. If the Board does not receive a majority vote in favor of proceeding, all efforts for the entire project (Capital Improvements and Expansion/Enlargement) will cease and All Existing and New Members will hold each other harmless for the failure of the Entire Project to proceed.

5.5.2. If the Board does not receive a majority vote of all existing members in favor of proceeding with the entire project (Capital Improvements and Expansion/Enlargement), the New Member Municipalities may withdraw its membership from the Authority and receive reimbursement of the "buy-in" and "cash reserve" costs, outlined in Sections 2.1 through 2.6, respectively. Prior to refunding any "buy-in" and "cash reserve" costs to a withdrawing New Member Municipality, the Authority shall deduct from said refund the New Member Municipality's proportionate share of the project costs incurred to date as outlined in Section 2.8.

5.6 For the purpose of computing the amount which each New Member Municipality shall owe for the Expansion or Enlargement Cost of the Crum Creek Interceptor under Section 3.5, each New Member Municipality shall pay its proportionate share based on its stated EDU at total build-out, as illustrated in the Plans of Catania Consulting Engineers, titled "Sanitary Sewer System for Central Delaware County Authority, Crum Creek as Built, Expansion to the Crum Creek Interceptor", dated June 8, 2007, which are attached hereto and incorporated herein as "Exhibit D,"

and in accordance to the payment provisions set forth in Section 3.2.1, above.

Expansion or Enlargement Cost payment by the New Member Municipalities shall be due according to any bond or bank loan repayment schedule associated with the funding obtained by the Authority for payment of the Expansion or Enlargement Costs. Alternatively, at the option of the New Member Municipality, the Expansion or Enlargement Costs may be paid in a lump-sum cash payment.

ARTICLE VI

INSURANCE AND REPAIRS:

6.1 During the term of this Supplemental Agreement, the Authority shall insure or cause to be insured its Crum Creek Pumping Station, including all improvements thereto and equipment thereof, to the full insurable value against loss or damage by fire or other casualties, such insurance to be of the kind usually carried for like buildings, structures and equipment and to be placed with one or more responsible stock insurance companies authorized and qualified to do business in the Commonwealth of Pennsylvania.

6.2 Should the Crum Creek Pumping Station, or any improvements thereto or equipment thereof, or any trunk line sewers or any improvements thereto or equipment thereof, be damaged, destroyed or impaired through any cause whatsoever, the Authority shall repair, reconstruct or replace the same at its own cost and expense, the proceeds of any insurance being applied to the extent necessary, and subject to reimbursement by Municipalities pursuant to Section 3.3, provided, however, that if such damage, destruction or impairment to the Crum Creek Pumping Station is caused

by the activities of any New Member Municipality in furtherance of the New Member Municipality's efforts to interconnect to the Crum Creek Pumping Station, trunk line and any improvements thereto or equipment thereof, the New Member Municipality causing such damage, destruction or impairment shall be solely responsible to repair, reconstruct or replace the same at its own cost and expense.

6.3 In the event that any trunk line sewer, or any improvement thereto or equipment thereof, is damaged, destroyed or impaired, each Member Municipality agrees to the pay to the Authority, but only out of current revenues or sewer rentals or both legally available for the purpose, its proportionate share based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above, of all costs and expenses reasonably incurred by the Authority in connection with the repair, reconstruction or replacement relating to such event.

ARTICLE VII

AMENDMENTS TO PRIOR AGREEMENTS:

7.1 The Basic Agreement dated September 20, 1938, as amended and supplemented, is hereby further amended and supplemented by adding the Townships of Edgmont, Newtown and Upper Providence as additional parties of the first part, it being understood and agreed that, unless the context clearly requires otherwise, the terms "the said Townships and Boroughs" and/or "Municipalities" wherever used therein shall be deemed to include the Townships of Edgmont, Newtown and Upper Providence in addition to the Existing Member Municipalities. The Basic Agreement, as

amended and supplemented, is hereby ratified and confirmed, but only to the extent the same is not inconsistent with this Supplemental Agreement.

ARTICLE VIII

OBLIGATIONS AND LIABILITIES OF MUNICIPALITIES:

8.1 Each Member Municipality shall provide specifically in its annual budget for such sums as it may be obligated to pay to the Authority during the ensuing fiscal year under the terms of this supplemental Agreement.

8.2 To insure the availability of current revenues adequate for the purpose, each Member Municipality shall impose annual sewer rentals, or set aside such funds as are necessary, in an aggregate amount equivalent to at least one hundred and ten percent (110%) of the total of: (a) all sums payable by it to the Authority during the then current year under this Supplemental Agreement and under any and all other agreements between it and the Authority; and (b) all sums payable by it to any other person, firm, corporation, municipality or municipal authority during the then current year for sewer service. So much of said sewer rentals as shall equal one hundred ten percent (110%) of all sums payable by it to the Authority during any such year are hereby pledged by each Member Municipality to meet any and all of its obligations to the Authority arising hereunder.

8.3 In the event that any Member Municipality shall fail or refuse to pay any sums due from it under this Supplemental Agreement within thirty (30) days after the same shall become due and payable, the Authority may, and if notified to do so by a

majority of its members, it shall take such legal action to enforce its rights under this Supplemental Agreement as may be permitted by law.

8.4 The Member Municipalities shall not be held to be jointly and severally liable in the event of failure of any Member Municipality to perform and discharge its obligations under this Supplemental Agreement, it being the intent of this supplemental agreement that said obligations shall constitute the separate agreement of each of the several municipalities named herein, grouped merely for convenience as parties of the first part, and not their joint obligations. No party hereto shall be liable, jointly or severally, for the performance or non-performance by any other party of any obligation or responsibility assumed hereunder. Nor shall default by any Member Municipality and the discharge of any obligation resting upon it hereunder relieve any other Municipality from full performance and compliance with the terms hereof.

8.5 If any Member Municipality shall not make full payment of any such quarterly installments or additional charge on or before the specified payment date, there shall be added to the amount thereof interest at the rate of six percent (6%) per annum from the due date of such charge to the date on which the Authority shall receive payment thereof.

8.6 In the event that any Member Municipality fails to remit timely quarterly payments, in addition to any right or remedy available to the Authority at law or equity, the Authority reserves the right to deny any new connections from the delinquent Member Municipality.

ARTICLE IX

REGULATORY COMPLIANCE:

9.1 Each New Member Municipality agrees to enter into a separate Agreement with DELCORA and the Authority relating to service provided by DELCORA and obligations of the Existing Member Municipalities relating thereto, such separate agreements to contain like provisions and to similarly bind the New Member Municipality to the same obligations as set forth in existing Agreements between DELCORA, the Authority and the Existing Member Municipalities, dated May 1, 1973 and amended March 9, 1999.

9.2 Each New Member Municipality shall abide by the Standards, Rules and Regulations of DELCORA and its industrial user Local Limitations, and any other applicable regulations of any governmental subdivision, department or agency relating to any discharge into their respective municipal sewer lines connected to the Authority's Sewer System. Each New Member Municipality shall enact an ordinance adopting said Standards, Rules and Regulations and Local Limitations of DELCORA, including enforcement provisions, in like form to ordinances heretofore passed by the Existing Member Municipalities.

9.3 Each Member Municipality shall enact and keep in full force and effect at all times ordinances or resolutions, including enforcement provisions, which prohibit connection of municipal storm water systems, roof or storm drains, cellar drains or any other sources of underground, surface or storm waters to their respective sewage collection systems and lines tributary to the Authority's Sewer System.

9.4 If any analysis of samples pursuant to the DELCORA Service Agreement indicates that sewage discharged from the Authority's Sewer System into the system of DELCORA requires special treatment or was harmful to or damaged the DELCORA System or was harmful to or damaged the aforementioned treatment facilities of the City of Philadelphia or DELCORA, and the Authority is required under the DELCORA Service Agreement to pay or otherwise incur any costs or expenses relating thereto, or indemnify DELCORA therefore, and such discharge of sewage is determined to have emanated from a sewer line of a Member Municipality, then said Member Municipality shall reimburse the Authority for and indemnify it against all said cost, expenses and damages.

9.5 In the event that it may be necessary, for the proper implementation or performance of this Supplemental Agreement on the part of the Authority, to apply to any governmental or other agency for any approval, permit or license to do or perform any act or thing contemplated hereby, and if such application must be made or joined in by a municipality, the Member Municipality or Member Municipalities affected agree that they will execute the required application upon request by the Authority and otherwise cooperate with the Authority in connection with same, all incidental costs to be paid by the Authority; it being understood that, in so doing, the Member Municipality shall not assume any obligations beyond those for which it would have been responsible had the Authority itself paid for said application.

9.6 In the event that the Commonwealth of Pennsylvania should subsequently confer jurisdiction of the subject matter of this Supplemental Agreement

upon the Pennsylvania Public Utilities Commission, in whole or in part, the Member Municipalities shall, if required to do so, proceed to obtain all necessary power, right and authority from said Public Utility Commission or other proper agency of the Commonwealth, in order to carry out the terms, provisions and intentions hereof.

ARTICLE X

FUTURE CAPACITY:

10.1 In the event that future improvements to the CDCA sewerage system, future rehabilitation of the CDCA sewerage system, or future flow reductions result in the generation of increased capacity in the System, All Existing and New Members shall be entitled to a proportionate share of that increased capacity. Said proportionate share for All Existing and New Members shall be defined by the proportionate amounts shown in Section 4.2, above.

10.2 In the event that any New or Existing Member Municipality shall conduct work within its municipal limits that reduces inflow and infiltration into the Authority's sewerage system, such that the Member Municipality generates additional capacity in the system, that Member Municipality alone shall enjoy the additional capacity so generated. The amount of flow allocation credits attributable to inflow and infiltration abatement shall be defined by a resolution of the Authority Board. The current Board resolution identifying the amount of flow allocation credits attributable to inflow and infiltration abatement is attached hereto and incorporated herein as Exhibit "E."

ARTICLE XI

SEVERABILITY AND AMENDMENT:

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

11.2 This Supplemental Agreement may only be amended or supplemented by written agreement of all parties hereto.

ARTICLE XII

EFFECTIVE DATE AND TERM:

12.1 This Supplemental Agreement shall become effective upon execution and delivery by all of the parties hereto and compliance with all legally applicable requirements for joinder of the New Member Municipalities as members of the Authority.

12.2 This Supplemental Agreement shall be in full force and effect until the term of the existence of the Authority, including any extension(s) thereof, shall expire and until all the sums due the Authority hereunder from the Member Municipalities and all obligations of the Authority have been paid in full.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 The parties hereby acknowledge that the Authority will be required to borrow money in connection with the Capital Improvements as defined in Article 4.

Prior to the Authority acquiring any indebtedness to ensure the completion of the Capital Improvements as defined in Article 4, each New Member Municipality hereby agrees to submit their revised ACT 537 Plans to the Pennsylvania Department of Environmental Protection, with a copy of the same to the Authority.

13.2 All future connections tributary to the Authority's System, as herein defined, shall require the Member Municipality to submit new connections to the Authority for review and recommendation regarding such connection by the Authority's consulting engineer. Following the Authority's consulting engineer's receipt and review of any request for a future connection to the Authority's System, the Authority's consulting engineer shall make a recommendation to the Authority's Board regarding the future connection request. All future connections to the Authority's System shall require approval from a majority vote of the member representatives of the Board. The criteria for approving additional connections tributary to the Authority's system will include:

- (a) the receipt of a current annual Infiltration and Inflow report from the Municipality making the request for connections. See, Section 13.3;
- (b) the requesting Municipality must be current with their quarterly payments to the Authority; and
- (c) the requesting Municipality shall have submitted a copy of their annual Chapter 94 Report to the Authority; and

13.3 Each Member Municipality agrees to submit annual inflow and infiltration reports to the Authority on or before March 1st. Said inflow and infiltration reports must contain the following information:

- (a) a description of the Member Municipality's inflow and infiltration program for the upcoming year;
- (b) a statement of inflow and infiltration progress that was made by the Municipality from the previous year;
- (c) an acknowledgement that approval of any future connections to the Authority's System will be based on the Authority's receipt of the Municipality's annual inflow and infiltration report.

13.4 Failure of any Member Municipality to submit its annual inflow and infiltration report to the Authority on or before March 1st in accordance with Section 12.3, supra, shall result in the Authority's consulting engineer recommending denial of any future connections from the Member Municipality.

13.5 The enforcement of the terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with jurisdiction resting the County of Delaware.

Attest: 

(Seal)

Borough of Morton

By: 

President of Council

Attest: Lebanon N. Gentry
(Seal)

Borough of Prospect Park

By: Robert C. Shalvey
President of Council

Attest: _____
(Seal)

Borough of Ridley Park

By: _____
President of Council

Attest: _____
(Seal)

Borough of Rutledge

By: _____
President of Council

Attest: _____
(Seal)

Borough of Swarthmore

By: _____
President of Council

Attest: _____
(Seal)

Township of Edgmont

By: _____
President, Bd. of Commissioners

Attest: _____
(Seal)

Township of Marple

By: _____
President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: Terry Bradley

(Seal)

By: Joseph Yorke

President of Council

Borough of Rutledge

Attest: _____

(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

Attest:  _____

(Seal)

By:  _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge


Attest: _____

(Seal)

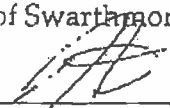
By: _____

President of Council

Borough of Swarthmore

Attest:  _____
Jane C. Billings

(Seal)

By:  _____

Tom Huestis
President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

Attest: _____

(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: *Amanda Pinner*

(Seal)

By: *Ronald Hamlin*

3-19-08

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

Attest: _____

(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: Sharon L. Angelaccio
Township Secretary
(Seal)

By: John L. Butler
John L. Butler
President, Bd. of Commissioners

Attest:

[Signature]
(Seal)

Township of Nether Providence

By:

[Signature]

President, Bd. of Commissioners

Attest: _____

(Seal)

Township of Newtown

By: _____

President, Bd. of Commissioners

Attest: _____

(Seal)

Township of Ridley

By: _____

President, Bd. of Commissioners

Attest: _____

(Seal)

Township of Springfield

By: _____

President, Bd. of Commissioners

Attest: _____

(Seal)

Township of Upper Providence

By: _____

President, Bd. of Commissioners

Attest: _____

(Seal)

Central Delaware County Authority

By: _____

Chairman

Township of Nether Providence

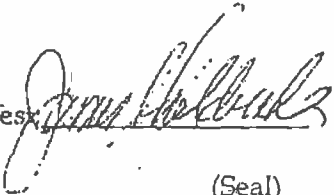
Attest: _____

(Seal)

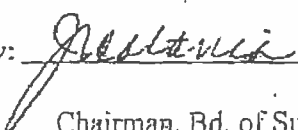
By: _____

President, Bd. of Commissioners

Township of Newtown

Attest:  _____

(Seal)

By:  _____

Chairman, Bd. of Supervisors

Township of Ridley

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Central Delaware County Authority

Attest: _____

(Seal)

By: _____

Chairman

Township of Nether Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Newtown

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: *Chris E. Howard*

(Seal)

By: *Richard J. Tillot*

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

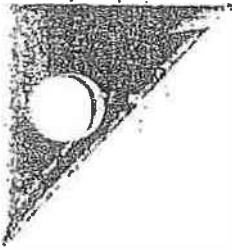
Central Delaware County Authority

Attest: *Philippe Leguina*

(Seal)

By: *[Signature]*

Chairman



Township of Nether Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Newtown

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: _____

(Seal)

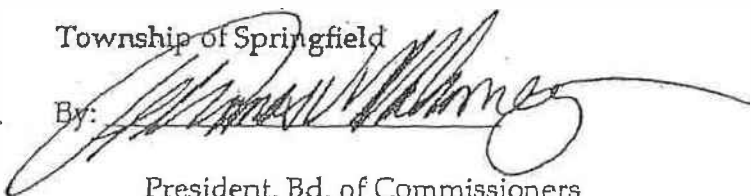
By: _____

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: 

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Central Delaware County Authority

Attest: _____

(Seal)

By: _____

Chairman

Township of Nether Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Newtown

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

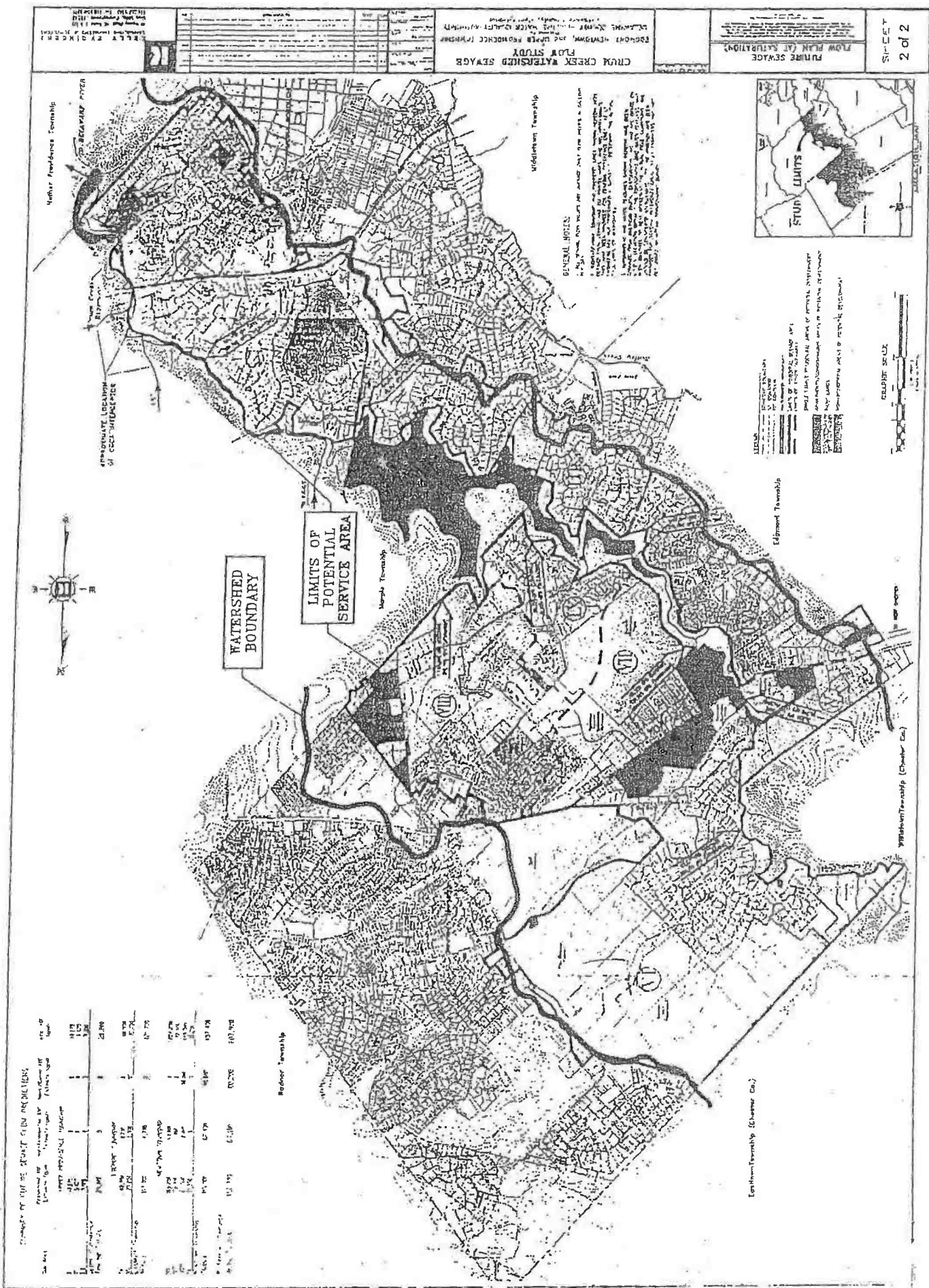
Central Delaware County Authority

Attest: _____

(Seal)

By: _____

Chairman

[illegible]

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Central Delawara County Authority
Capital Cost - Valuation of Existing System
Distribution of Contribution to Existing Members

10/31/07

	Original System	Crum Creek Extension to Maple	Crum Creek Extension To Trout Run	Crum Creek Pump Station 1963	Crum Creek Extension To Patras's Run	Crum Creek Pump Station 1973	Crum Creek Pump Station 1991	Crum Creek Pump Station 2001	Crum Creek Pump Station 2005	Capital Buy-In Existing System	Credit Applied from Service Agreements	Total Cost	Operating Reserve	TOTAL
Maple Township	\$ 34,347.52	\$ 72,067.33	\$ 41,120.95	\$ 14,580.32	\$ 31,322.87	\$ 80,895.02	\$ 16,208.67	\$ 8,453.43	\$ 37,763.43	\$ 315,850.35	\$ 47,339.25	\$ 759,021.10	\$ 36,715.00	\$ 365,737.10
Merion Borough	\$ 12,184.09	\$ 25,522.40	\$ 14,552.84	\$ -	\$ 11,052.92	\$ -	\$ -	\$ -	\$ -	\$ 83,342.26	\$ 16,377.52	\$ 48,354.74	\$ 13,032.00	\$ 33,366.74
Hester Providence Township	\$ 23,158.91	\$ 48,612.44	\$ 27,737.80	\$ 9,821.85	\$ 21,126.86	\$ 41,078.95	\$ 12,754.68	\$ 4,353.50	\$ 25,135.75	\$ 213,803.05	\$ 32,337.03	\$ 191,496.02	\$ 24,796.00	\$ 206,292.02
Prospect Park Borough	\$ 24,915.10	\$ 52,278.35	\$ 29,829.54	\$ -	\$ 22,721.99	\$ -	\$ -	\$ -	\$ -	\$ 129,745.89	\$ 34,775.60	\$ 94,973.39	\$ 25,534.00	\$ 121,604.39
Ridley Park Borough	\$ 29,893.78	\$ 62,911.23	\$ 35,898.57	\$ -	\$ 27,343.42	\$ -	\$ -	\$ -	\$ -	\$ 158,725.00	\$ 41,848.60	\$ 114,286.40	\$ 32,052.00	\$ 146,338.40
Reday Township	\$ 90,328.00	\$ 201,803.19	\$ 115,204.05	\$ 10,657.41	\$ 87,754.17	\$ 44,572.15	\$ 12,639.51	\$ 4,735.10	\$ 27,273.81	\$ 809,189.50	\$ 124,006.16	\$ 467,852.37	\$ 102,853.00	\$ 570,725.37
Rydridge Borough	\$ 2,831.94	\$ 5,811.91	\$ 3,390.10	\$ -	\$ 2,502.58	\$ -	\$ -	\$ -	\$ -	\$ 14,745.80	\$ 3,352.55	\$ 10,794.24	\$ 3,027.00	\$ 13,821.24
Springfield Township	\$ 42,644.71	\$ 89,478.07	\$ 51,054.21	\$ 9,976.41	\$ 38,389.42	\$ 41,724.83	\$ 12,955.26	\$ 4,432.53	\$ 25,531.02	\$ 219,604.57	\$ 59,519.58	\$ 257,165.02	\$ 45,503.00	\$ 302,750.02
Swarthmore Borough	\$ 2,024.28	\$ 44,112.57	\$ 25,170.22	\$ 1,718.58	\$ 19,172.80	\$ 7,179.27	\$ 2,229.11	\$ 762.67	\$ 4,392.82	\$ 125,700.44	\$ 29,343.72	\$ 95,416.72	\$ 22,473.00	\$ 110,889.72
	\$ 757,709.43	\$ 1,632,875.49	\$ 943,998.52	\$ 45,733.25	\$ 282,008.98	\$ 185,455.33	\$ 89,597.34	\$ 20,783.63	\$ 110,596.92	\$ 1,538,347.03	\$ 401,000.00	\$ 1,539,347.00	\$ 307,118.00	\$ 1,846,465.00

"B"

Table 3.2.2.a - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Gallons per Person per Day

	Gallons per day per Person	Person per EDU
Airports (per passenger)	5	52
Country Club (per member)	100	2.5
Dwellings		
Boarding House	50	5
Multi-family (apartment)	65	4
Factory (per employee, exclusive of industrial waste)	35	7.5
Hospital (per bed space)	350	0.75
Hotels	60	4
Institutions other than hospital (per bed space)	125	2
Laundries, self serve	50	5
Mobile Home Park (per space)	250	1
Restaurants (per seat)	25	10
with bar/cocktail lounge	27	9
Schools		
Boarding	100	2.5
Day, without gyms, cafeterias, or showers	15	17
Day, with gyms, cafeterias, or showers	25	10
Day, with cafeteria, without gyms or showers	20	13
Service Station (per vehicle served)	10	26
Swimming Pools	10	26
Theaters (per seat)	1	260

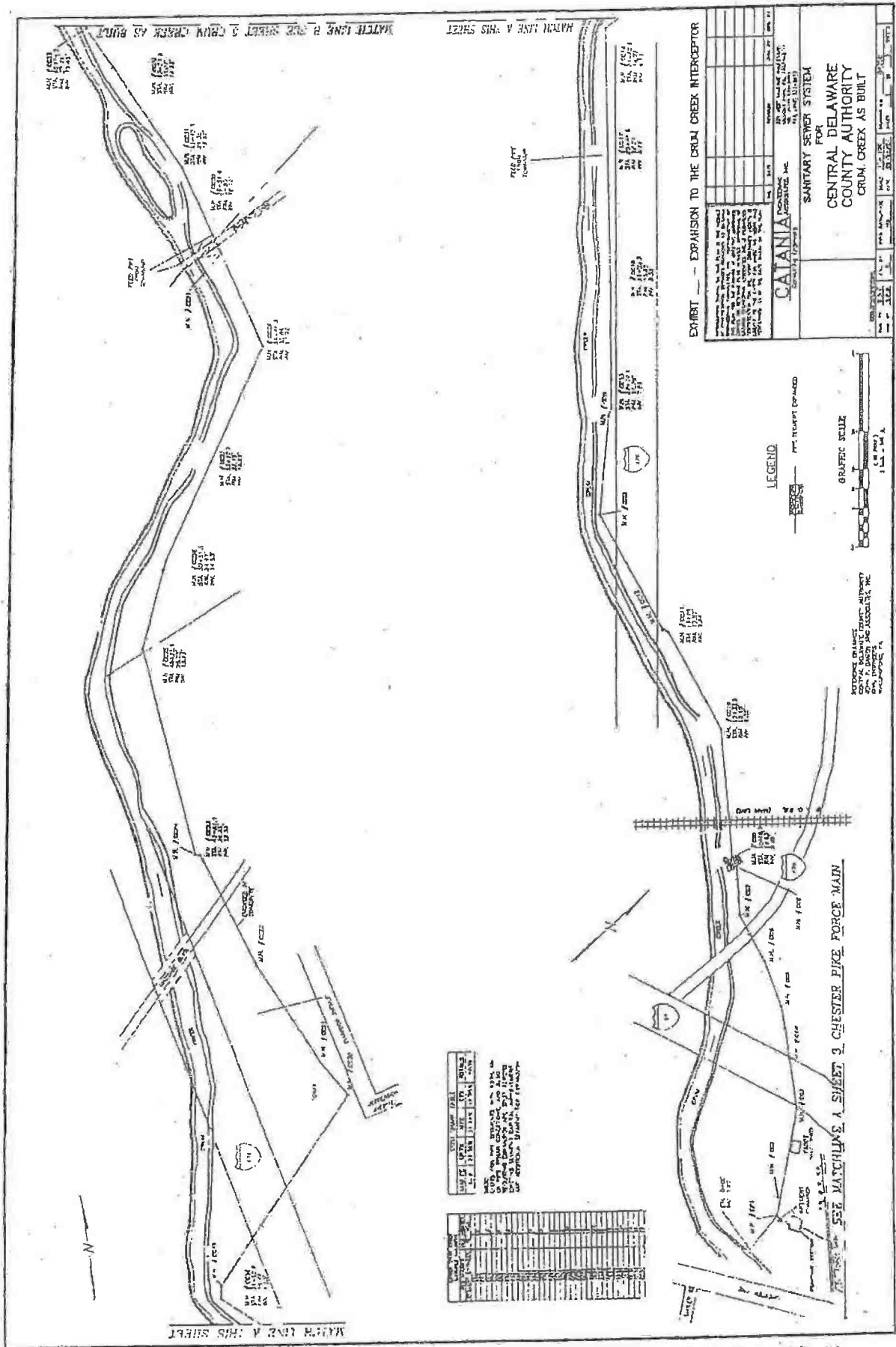
Table 3.2.2.b - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Building Gross Square Footage

	Gallons per day per gross square ft.	Gross square ft. per EDU
Office Buildings	0.09	2900
Medical Office Building	0.62	425
Warehouse	0.03	8750
Retail Store	0.05	5250
Supermarket	0.2	1300
Drug Store	0.13	2000
Beauty Salon	0.35	750
Barber Shop	0.2	1300
Department Store (with lunch counter)	0.08	3250
Department Store (without lunch counter)	0.04	6500
Banks	0.04	6500
Service Station	0.18	1450
Laundries & Cleaners	0.31	850
Laundromats	3.68	70
Shopping Centers	0.18	1450

Uses not described or justification of flows differing from tables shall be based upon water usage records

to be used for flow allocation purposes only

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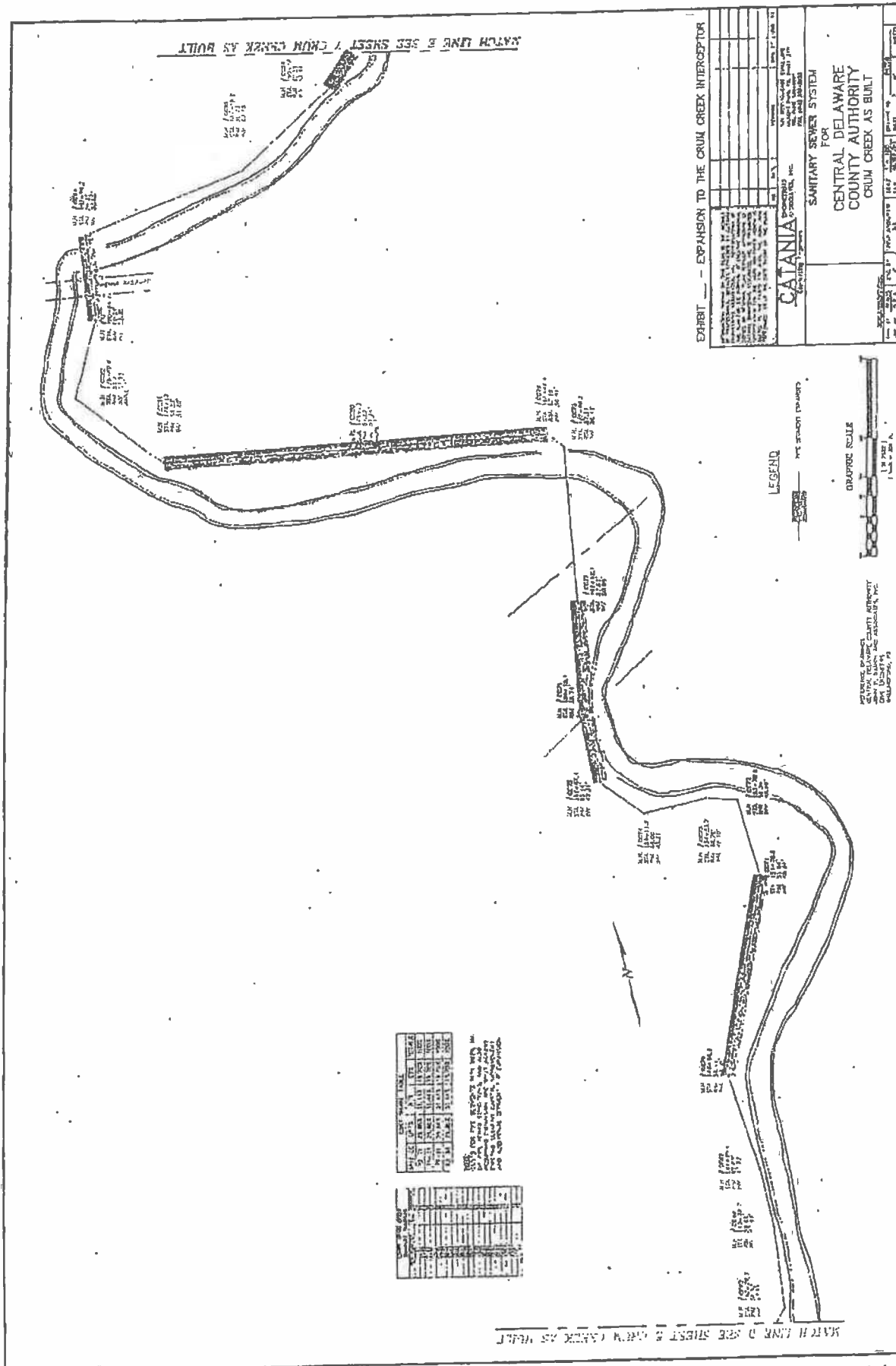


EXHIBIT — EXPANSION TO THE CRUM CREEK INTERCEPTOR

CATANIA ENGINEERS 1000 N. 10TH ST. PHILADELPHIA, PA. 19107 TEL. 215-595-1234 FAX 215-595-1235		SANITARY SEWER SYSTEM FOR CENTRAL DELAWARE COUNTY AUTHORITY CRUM CREEK AS BUILT	
DATE: 10/1/88	BY: J. CATANIA	DATE: 10/1/88	BY: J. CATANIA
SCALE: 1" = 40'	SCALE: 1" = 4'	SCALE: 1" = 40'	SCALE: 1" = 4'

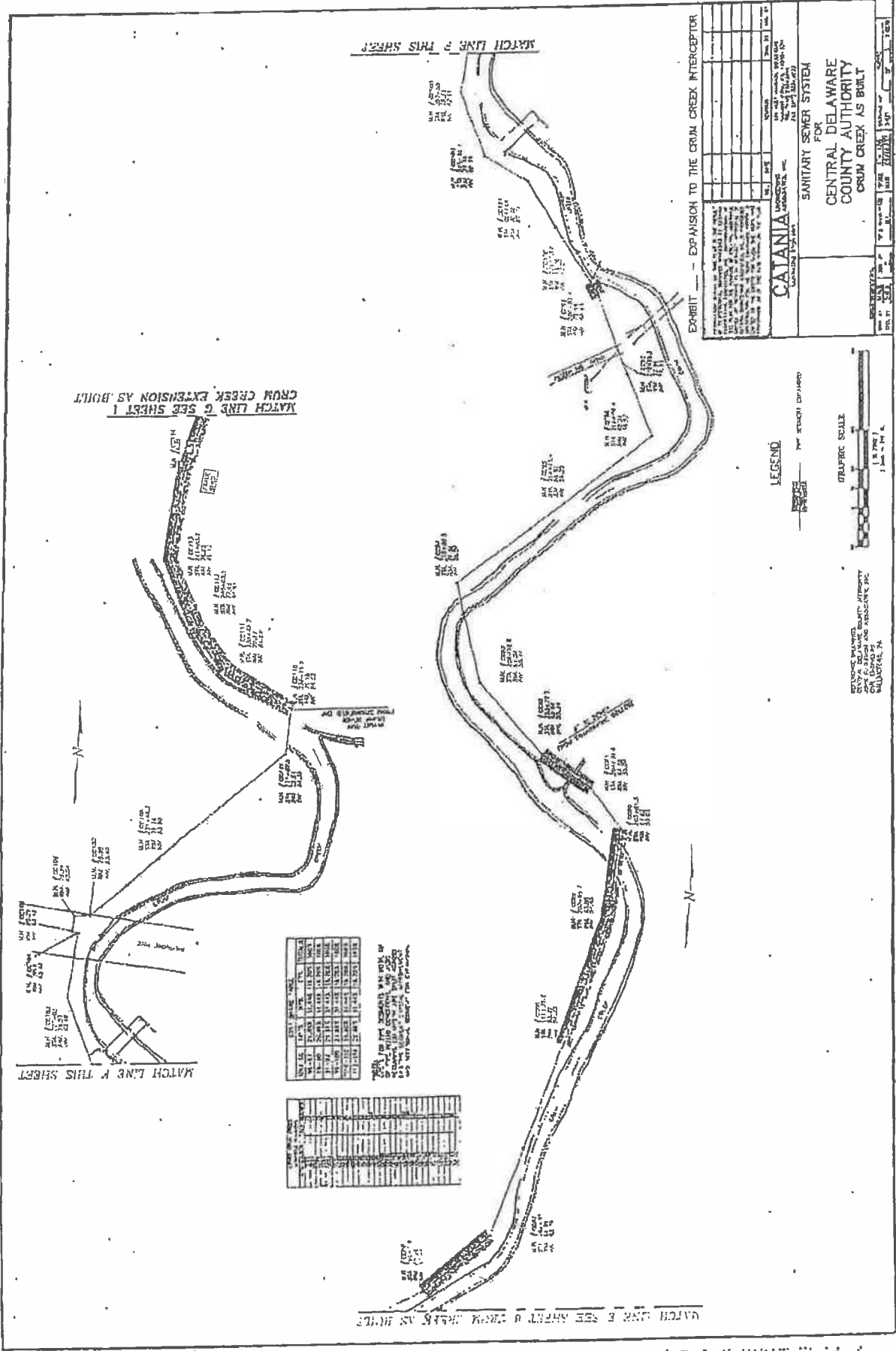


EXHIBIT --- EXPANSION TO THE CRIM CREEK INTERCEPTOR

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CATANIA ENGINEERING, INC.
1000 N. 10TH ST., SUITE 100
PHILADELPHIA, PA. 19107
TEL: (215) 595-1000
FAX: (215) 595-1001
WWW.CATANIA-ENG.COM

SANITARY SEWER SYSTEM
FOR
CENTRAL DELAWARE
COUNTY AUTHORITY
CRIM CREEK AS BUILT

DATE: 10/1/01
BY: J. CATANIA
CHKD.: J. CATANIA
APP'D.: J. CATANIA

MANHOLE ELEVATIONS

MANHOLE NO.	INVERT ELEVATION	MANHOLE ELEVATION	PIPE SIZE	LENGTH
1	100.00	100.00	18"	10.00
2	99.50	99.50	18"	10.00
3	99.00	99.00	18"	10.00
4	98.50	98.50	18"	10.00
5	98.00	98.00	18"	10.00
6	97.50	97.50	18"	10.00
7	97.00	97.00	18"	10.00
8	96.50	96.50	18"	10.00
9	96.00	96.00	18"	10.00
10	95.50	95.50	18"	10.00
11	95.00	95.00	18"	10.00
12	94.50	94.50	18"	10.00
13	94.00	94.00	18"	10.00
14	93.50	93.50	18"	10.00
15	93.00	93.00	18"	10.00
16	92.50	92.50	18"	10.00
17	92.00	92.00	18"	10.00
18	91.50	91.50	18"	10.00
19	91.00	91.00	18"	10.00
20	90.50	90.50	18"	10.00
21	90.00	90.00	18"	10.00
22	89.50	89.50	18"	10.00
23	89.00	89.00	18"	10.00
24	88.50	88.50	18"	10.00
25	88.00	88.00	18"	10.00
26	87.50	87.50	18"	10.00
27	87.00	87.00	18"	10.00
28	86.50	86.50	18"	10.00
29	86.00	86.00	18"	10.00
30	85.50	85.50	18"	10.00
31	85.00	85.00	18"	10.00
32	84.50	84.50	18"	10.00
33	84.00	84.00	18"	10.00
34	83.50	83.50	18"	10.00
35	83.00	83.00	18"	10.00
36	82.50	82.50	18"	10.00
37	82.00	82.00	18"	10.00
38	81.50	81.50	18"	10.00
39	81.00	81.00	18"	10.00
40	80.50	80.50	18"	10.00
41	80.00	80.00	18"	10.00
42	79.50	79.50	18"	10.00
43	79.00	79.00	18"	10.00
44	78.50	78.50	18"	10.00
45	78.00	78.00	18"	10.00
46	77.50	77.50	18"	10.00
47	77.00	77.00	18"	10.00
48	76.50	76.50	18"	10.00
49	76.00	76.00	18"	10.00
50	75.50	75.50	18"	10.00
51	75.00	75.00	18"	10.00
52	74.50	74.50	18"	10.00
53	74.00	74.00	18"	10.00
54	73.50	73.50	18"	10.00
55	73.00	73.00	18"	10.00
56	72.50	72.50	18"	10.00
57	72.00	72.00	18"	10.00
58	71.50	71.50	18"	10.00
59	71.00	71.00	18"	10.00
60	70.50	70.50	18"	10.00
61	70.00	70.00	18"	10.00
62	69.50	69.50	18"	10.00
63	69.00	69.00	18"	10.00
64	68.50	68.50	18"	10.00
65	68.00	68.00	18"	10.00
66	67.50	67.50	18"	10.00
67	67.00	67.00	18"	10.00
68	66.50	66.50	18"	10.00
69	66.00	66.00	18"	10.00
70	65.50	65.50	18"	10.00
71	65.00	65.00	18"	10.00
72	64.50	64.50	18"	10.00
73	64.00	64.00	18"	10.00
74	63.50	63.50	18"	10.00
75	63.00	63.00	18"	10.00
76	62.50	62.50	18"	10.00
77	62.00	62.00	18"	10.00
78	61.50	61.50	18"	10.00
79	61.00	61.00	18"	10.00
80	60.50	60.50	18"	10.00
81	60.00	60.00	18"	10.00
82	59.50	59.50	18"	10.00
83	59.00	59.00	18"	10.00
84	58.50	58.50	18"	10.00
85	58.00	58.00	18"	10.00
86	57.50	57.50	18"	10.00
87	57.00	57.00	18"	10.00
88	56.50	56.50	18"	10.00
89	56.00	56.00	18"	10.00
90	55.50	55.50	18"	10.00
91	55.00	55.00	18"	10.00
92	54.50	54.50	18"	10.00
93	54.00	54.00	18"	10.00
94	53.50	53.50	18"	10.00
95	53.00	53.00	18"	10.00
96	52.50	52.50	18"	10.00
97	52.00	52.00	18"	10.00
98	51.50	51.50	18"	10.00
99	51.00	51.00	18"	10.00
100	50.50	50.50	18"	10.00



DESIGNED BY: J. CATANIA
CHECKED BY: J. CATANIA
DATE: 10/1/01

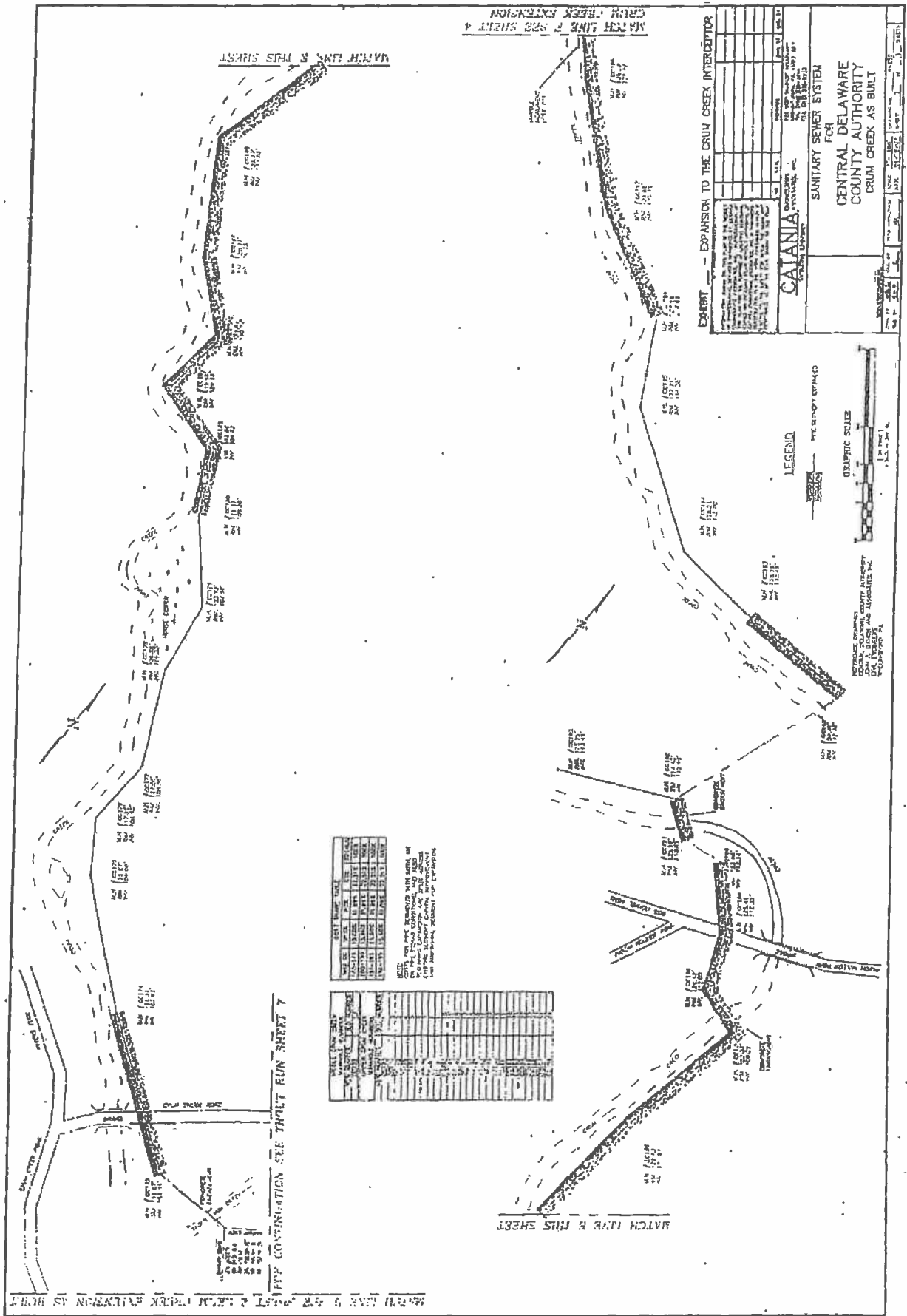


EXHIBIT - EXPANSION TO THE CRUM CREEK INTERCEPTOR

CATANIA
ENGINEERS, INC.
11100 W. 11TH AVE.
DENVER, CO 80233
TEL: 333-1111
FAX: 333-1111

**SANITARY SEWER SYSTEM
FOR
CENTRAL DELAWARE
COUNTY AUTHORITY
CRUM CREEK AS BUILT**

DATE: 11/11/11
BY: J. CATANIA
CHECKED: J. CATANIA
APPROVED: J. CATANIA

STATION	DATE	TIME
1+00	11/11/11	11:11
1+10	11/11/11	11:11
1+20	11/11/11	11:11
1+30	11/11/11	11:11
1+40	11/11/11	11:11
1+50	11/11/11	11:11
2+00	11/11/11	11:11
2+10	11/11/11	11:11
2+20	11/11/11	11:11
2+30	11/11/11	11:11
2+40	11/11/11	11:11
2+50	11/11/11	11:11

STATION	DATE	TIME
1+00	11/11/11	11:11
1+10	11/11/11	11:11
1+20	11/11/11	11:11
1+30	11/11/11	11:11
1+40	11/11/11	11:11
1+50	11/11/11	11:11
2+00	11/11/11	11:11
2+10	11/11/11	11:11
2+20	11/11/11	11:11
2+30	11/11/11	11:11
2+40	11/11/11	11:11
2+50	11/11/11	11:11

NOTE: THE ABOVE EXPANSION WAS DONE IN
CONFORMANCE WITH THE CRUM CREEK
INTERCEPTOR STUDY REPORT, DATED
11/11/11, AND THE CRUM CREEK
INTERCEPTOR STUDY REPORT, DATED
11/11/11.

FOR CONTINUATION SEE THIRT RUN SHEET 7

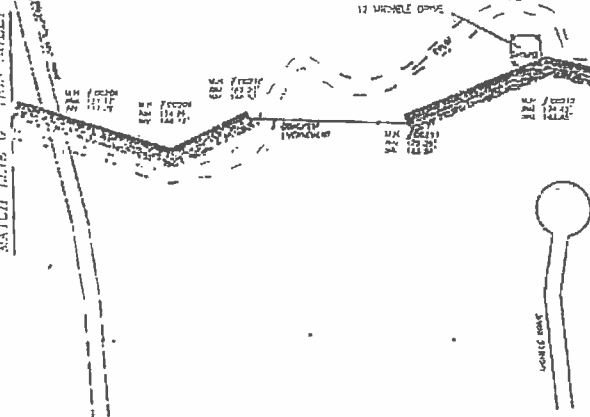
MATCH LINE F SEE SHEET 3 CRUM CREEK EXTENSION AS BUILT

STATION	INVERT	PIPE	LENGTH	MANHOLE
1+00	101.12	12"	100'	1
2+00	101.12	12"	100'	2
3+00	101.12	12"	100'	3
4+00	101.12	12"	100'	4
5+00	101.12	12"	100'	5
6+00	101.12	12"	100'	6
7+00	101.12	12"	100'	7
8+00	101.12	12"	100'	8
9+00	101.12	12"	100'	9
10+00	101.12	12"	100'	10
11+00	101.12	12"	100'	11
12+00	101.12	12"	100'	12
13+00	101.12	12"	100'	13
14+00	101.12	12"	100'	14
15+00	101.12	12"	100'	15
16+00	101.12	12"	100'	16
17+00	101.12	12"	100'	17
18+00	101.12	12"	100'	18
19+00	101.12	12"	100'	19
20+00	101.12	12"	100'	20
21+00	101.12	12"	100'	21
22+00	101.12	12"	100'	22
23+00	101.12	12"	100'	23
24+00	101.12	12"	100'	24
25+00	101.12	12"	100'	25
26+00	101.12	12"	100'	26
27+00	101.12	12"	100'	27
28+00	101.12	12"	100'	28
29+00	101.12	12"	100'	29
30+00	101.12	12"	100'	30
31+00	101.12	12"	100'	31
32+00	101.12	12"	100'	32
33+00	101.12	12"	100'	33
34+00	101.12	12"	100'	34
35+00	101.12	12"	100'	35
36+00	101.12	12"	100'	36
37+00	101.12	12"	100'	37
38+00	101.12	12"	100'	38
39+00	101.12	12"	100'	39
40+00	101.12	12"	100'	40
41+00	101.12	12"	100'	41
42+00	101.12	12"	100'	42
43+00	101.12	12"	100'	43
44+00	101.12	12"	100'	44
45+00	101.12	12"	100'	45
46+00	101.12	12"	100'	46
47+00	101.12	12"	100'	47
48+00	101.12	12"	100'	48
49+00	101.12	12"	100'	49
50+00	101.12	12"	100'	50

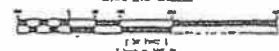
STATION	INVERT	PIPE	LENGTH	MANHOLE
1+00	101.12	12"	100'	1
2+00	101.12	12"	100'	2
3+00	101.12	12"	100'	3
4+00	101.12	12"	100'	4
5+00	101.12	12"	100'	5
6+00	101.12	12"	100'	6
7+00	101.12	12"	100'	7
8+00	101.12	12"	100'	8
9+00	101.12	12"	100'	9
10+00	101.12	12"	100'	10
11+00	101.12	12"	100'	11
12+00	101.12	12"	100'	12
13+00	101.12	12"	100'	13
14+00	101.12	12"	100'	14
15+00	101.12	12"	100'	15
16+00	101.12	12"	100'	16
17+00	101.12	12"	100'	17
18+00	101.12	12"	100'	18
19+00	101.12	12"	100'	19
20+00	101.12	12"	100'	20
21+00	101.12	12"	100'	21
22+00	101.12	12"	100'	22
23+00	101.12	12"	100'	23
24+00	101.12	12"	100'	24
25+00	101.12	12"	100'	25
26+00	101.12	12"	100'	26
27+00	101.12	12"	100'	27
28+00	101.12	12"	100'	28
29+00	101.12	12"	100'	29
30+00	101.12	12"	100'	30
31+00	101.12	12"	100'	31
32+00	101.12	12"	100'	32
33+00	101.12	12"	100'	33
34+00	101.12	12"	100'	34
35+00	101.12	12"	100'	35
36+00	101.12	12"	100'	36
37+00	101.12	12"	100'	37
38+00	101.12	12"	100'	38
39+00	101.12	12"	100'	39
40+00	101.12	12"	100'	40
41+00	101.12	12"	100'	41
42+00	101.12	12"	100'	42
43+00	101.12	12"	100'	43
44+00	101.12	12"	100'	44
45+00	101.12	12"	100'	45
46+00	101.12	12"	100'	46
47+00	101.12	12"	100'	47
48+00	101.12	12"	100'	48
49+00	101.12	12"	100'	49
50+00	101.12	12"	100'	50

NOTE: THIS PLAN AND SPECIFICATIONS ARE FOR THE 12" CRUM CREEK EXTENSION, AND ALL 12" CRUM CREEK EXISTING AND NEW LINES, MANHOLES, AND STRUCTURES, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CRUM CREEK EXTENSION AS BUILT.

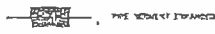
MATCH LINE G THIS SHEET



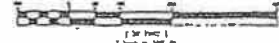
REFERENCE DRAWINGS
CENTRAL DELAWARE COUNTY AUTHORITY
JULY 1, 1970 AND AUGUST 1, 1970
JULY 1, 1970 AND AUGUST 1, 1970
JULY 1, 1970 AND AUGUST 1, 1970



LEGEND



GRAPHIC SCALE



MATCH LINE C THIS SHEET

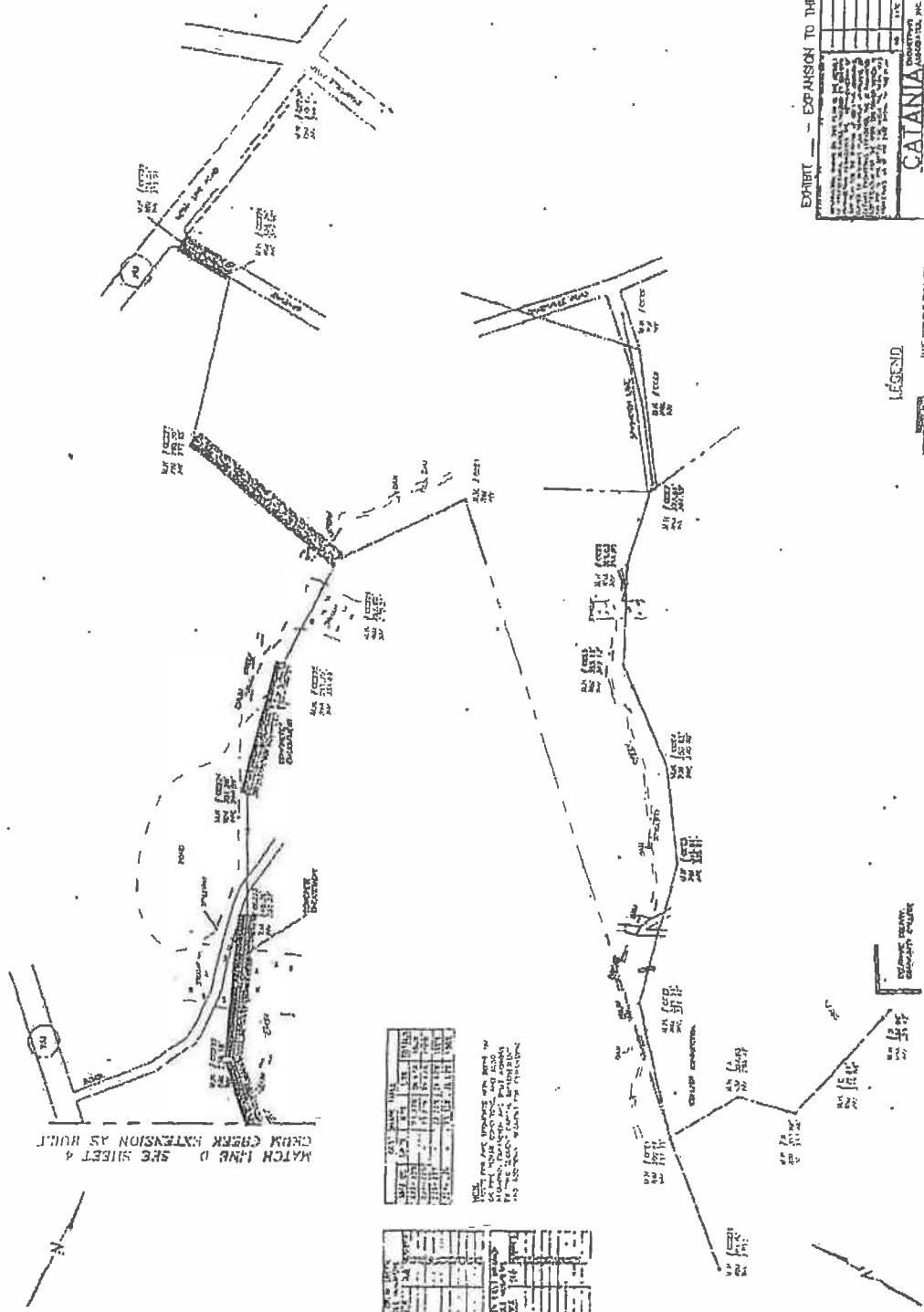
MATCH LINE H SEE SHEET 6
CRUM CREEK EXTENSION AS BUILT

EXHIBIT - EXPANSION TO THE CRUM CREEK INTERCEPTOR

STATION	INVERT	PIPE	LENGTH	MANHOLE
1+00	101.12	12"	100'	1
2+00	101.12	12"	100'	2
3+00	101.12	12"	100'	3
4+00	101.12	12"	100'	4
5+00	101.12	12"	100'	5
6+00	101.12	12"	100'	6
7+00	101.12	12"	100'	7
8+00	101.12	12"	100'	8
9+00	101.12	12"	100'	9
10+00	101.12	12"	100'	10
11+00	101.12	12"	100'	11
12+00	101.12	12"	100'	12
13+00	101.12	12"	100'	13
14+00	101.12	12"	100'	14
15+00	101.12	12"	100'	15
16+00	101.12	12"	100'	16
17+00	101.12	12"	100'	17
18+00	101.12	12"	100'	18
19+00	101.12	12"	100'	19
20+00	101.12	12"	100'	20
21+00	101.12	12"	100'	21
22+00	101.12	12"	100'	22
23+00	101.12	12"	100'	23
24+00	101.12	12"	100'	24
25+00	101.12	12"	100'	25
26+00	101.12	12"	100'	26
27+00	101.12	12"	100'	27
28+00	101.12	12"	100'	28
29+00	101.12	12"	100'	29
30+00	101.12	12"	100'	30
31+00	101.12	12"	100'	31
32+00	101.12	12"	100'	32
33+00	101.12	12"	100'	33
34+00	101.12	12"	100'	34
35+00	101.12	12"	100'	35
36+00	101.12	12"	100'	36
37+00	101.12	12"	100'	37
38+00	101.12	12"	100'	38
39+00	101.12	12"	100'	39
40+00	101.12	12"	100'	40
41+00	101.12	12"	100'	41
42+00	101.12	12"	100'	42
43+00	101.12	12"	100'	43
44+00	101.12	12"	100'	44
45+00	101.12	12"	100'	45
46+00	101.12	12"	100'	46
47+00	101.12	12"	100'	47
48+00	101.12	12"	100'	48
49+00	101.12	12"	100'	49
50+00	101.12	12"	100'	50

CATANIA

SANITARY SEWER SYSTEM
FOR
CENTRAL DELAWARE
COUNTY AUTHORITY
CRUM CREEK AS BUILT



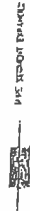
MANHOLE DATA

MANHOLE NO.	INVERT ELEVATION	PIPE SIZE	PIPE MATERIAL	PIPE SLOPE	PIPE LENGTH
MH 1	111.50	18"	CONCRETE	0.00	0.00
MH 2	111.50	24"	CONCRETE	0.00	0.00
MH 3	111.50	30"	CONCRETE	0.00	0.00
MH 4	111.50	36"	CONCRETE	0.00	0.00

PIPE DATA

PIPE NO.	START STATION	END STATION	PIPE SIZE	PIPE MATERIAL	PIPE SLOPE	PIPE LENGTH
P 1	0+00	0+50	18"	CONCRETE	0.00	50.00
P 2	0+50	1+00	24"	CONCRETE	0.00	50.00
P 3	1+00	1+50	30"	CONCRETE	0.00	50.00
P 4	1+50	2+00	36"	CONCRETE	0.00	50.00

LEGEND



GRAPHIC SCALE



NOTES: 1. ALL CONCRETE PIPE SHALL BE 1500 PSI MINIMUM STRENGTH. 2. ALL CONCRETE PIPE SHALL BE 18" MINIMUM DUCTILE IRON PIPE EQUIVALENT (DIPES). 3. ALL CONCRETE PIPE SHALL BE 18" MINIMUM DUCTILE IRON PIPE EQUIVALENT (DIPES).

EXHIBIT - EXPANSION TO THE CRUM CREEK INTERCEPTOR

CATANIA CONSULTING ENGINEERS 1000 N. 10TH ST., SUITE 100 ANNE ARBOR, MI 48106-1500 TEL: (313) 963-1100 FAX: (313) 963-1101		SANITARY SEWER SYSTEM FOR CENTRAL DELAWARE COUNTY AUTHORITY CRUM CREEK AS BUILT	
PROJECT NO. 1000 SHEET NO. 1000 DATE: 10/1/00 DRAWN BY: J. J. J.	CHECKED BY: J. J. J. APPROVED BY: J. J. J. SCALE: 1" = 100'	PROJECT NO. 1000 SHEET NO. 1000 DATE: 10/1/00 DRAWN BY: J. J. J.	CHECKED BY: J. J. J. APPROVED BY: J. J. J. SCALE: 1" = 100'

Inflow & Infiltration Abatement
Flow Allocation Credits

Inflow and Infiltration Removal Estimate

Manhole Insert	300 gpd
Manhole Rehabilitation	60 gpd
Pipe Grout/Lining	50 gpd/linear foot of pipe
Roof Drain Disconnection	40% of roof area gpd in sq feet
Sump Pump Removal	800 gpd

All flow allocation credits will equate to 10% of Inflow and Infiltration removal estimate unless metering data is available to justify a higher value

"E"

EXHIBIT "A"

NEW MEMBER AGREEMENT, A/K/A SUPPLEMENTAL AGREEMENT

EXHIBIT "B"

SUMMARY OF COSTS/EXPENSES FOR UPPER PROVIDENCE CAPACITY

UPPER PROVIDENCE TOWNSHIP

Total Project Cost: \$14,753,010
 3 Phase Deduction: (\$30,000)
 Net Project Cost: \$14,723,010

Upper Providence Share of Entire Project: 10.47%

	Total Project Costs			Upper Providence Share		
	Total Project	Rehabilitation	Expansion	Rehabilitation	Expansion	U. Providence Total
		62.91%	37.09%	5.00%	19.70%	
Construction:	\$14,753,010	\$9,281,369	\$5,471,641	\$464,068	\$1,077,913	\$1,541,982
Design:	\$750,000	\$471,838	\$278,162	\$23,582	\$54,798	\$78,390
CM/Inspection:	\$588,921	\$370,500	\$218,421	\$18,525	\$43,029	\$61,554
Legal:	\$10,000	\$6,291	\$3,709	\$315	\$731	\$1,045
Contingency:	\$737,650	\$464,068	\$273,582	\$23,203	\$53,896	\$77,099
DELCORA Loan:	\$1,717,606	\$1,717,606		\$85,880		\$85,880
Administrative:	\$45,000	\$28,310	\$16,690	\$1,416	\$3,288	\$4,703
Bond Counsel:	\$45,000	\$28,310	\$16,690			\$4,713
Solicitor:	\$7,500	\$4,718	\$2,782			\$785
Financial Advisor:	\$33,000	\$20,761	\$12,239			\$3,456
Engineer:	\$5,000	\$3,146	\$1,854			\$524
Credit Rating:	\$13,000	\$8,179	\$4,821			\$1,362
S Formatting / Printing:	\$10,000	\$6,291	\$3,709			\$1,047
Counsel (DELCORA):	\$2,500	\$1,573	\$927			\$262
Trustee (BNY Mellon):	\$4,000	\$2,516	\$1,484			\$419
Total	\$18,722,187	\$12,415,476	\$6,306,710	\$616,999	\$1,233,654	\$1,863,221
		66.31%	33.69%			

\$1,764,773

10.47% of
Professional Fees

Less Grant Monies: (\$104,733)

Net Upper Providence Cash Contribution: \$1,758,488.56

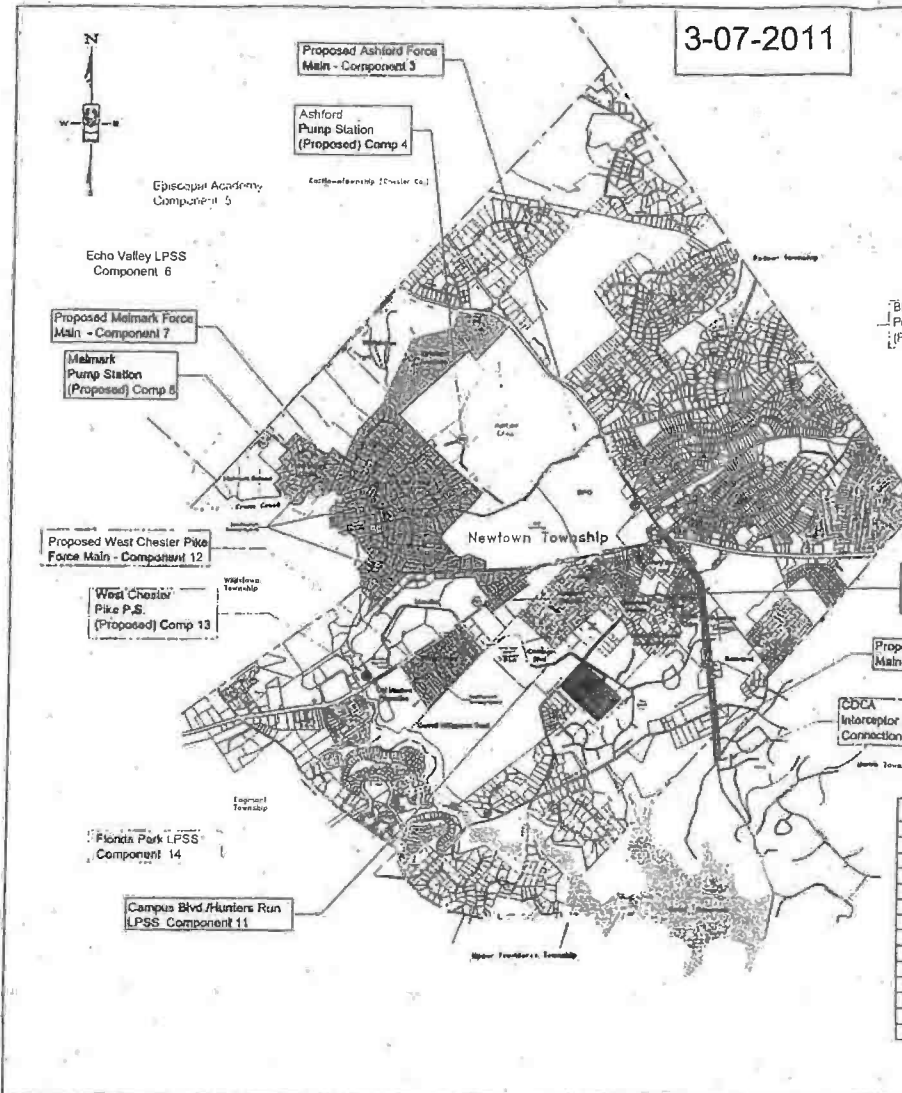
EXHIBIT B

EXHIBIT "C"

PLAN OF UPPER CRUM CREEK PROJECT

Upper Crum Creek Project

3-07-2011



COMP	AREA NAME	HOP	PART II	WOG-02	NPDES	DCCD	STREAM CROSSINGS	ROAD OPENING PERMIT
1	BPG Force Main	X	X		X	X		X
2	BPG Pump Station	X	X		X	X		X
3	Ashford Force Main	X	X		X	X		X
4	Ashford Pump Station	X	X		X	X		X
5	Bishop Academy	X		X (1)	X	X		X
6	Echo Valley LPSS	X		X (1)	X	X		X
7	Melmark Force Main	X		X (1)	X	X		X
8	Melmark Pump Station	X	X		X	X		X
9	Marville Force Main	X	X		X	X		X
10	Marville Pump Station	X	X		X	X		X
11	Campus Blvd/Hunters Run LPSS System	X	X		X	X		X
12	West Chester Pike Force Main	X	X		X	X		X
13	West Chester Pike Pump Station	X	X		X	X		X
14	Florida Park LPSS	X		X (1)	X	X		X

(1) WOG-02 requires a permitted domestic system.
(2) Permit will not be required if system does not involve a pump station, forcemain or LPSS main serving more than five (5) lots, but notification to PADEP will be required.

BPG
Pump Station
(Proposed) Comp 2

Proposed BPG Force Main
Component 1

Marville
Pump Station
(Proposed) Comp 10

Proposed Marville Force
Main - Component 9

CBCA
Interceptor
Connection

COMPONENT	AREA NAME	SYMBOL	RESPONSIBLE DESIGNER
1	BPG Force Main	— 14 —	Ebert Engineers
2	BPG Pump Station	●	Ebert Engineers
3	Ashford Force Main	— 14 —	Ebert Engineering
4	Ashford Pump Station	●	Ebert Engineering
5	Bishop Academy	— 14 —	Chester Valley Engineers
6	Echo Valley LPSS	— 14 —	Kelly & Close Engineers
7	Melmark Force Main	— 14 —	Rick Johnson
8	Melmark Pump Station	●	Rick Johnson
9	Marville Force Main	— 14 —	Kelly & Close Engineers
10	Marville Pump Station	●	Kelly & Close Engineers
11	Campus Blvd/Hunters Run LPSS System	— 14 —	Kelly & Close Engineers
12	West Chester Pike Force Main	— 14 —	Kelly & Close Engineers
13	West Chester Pike Pump Station	●	Kelly & Close Engineers
14	Florida Park LPSS	— 14 —	Kelly & Close Engineers



K&C
ENGINEERING & SURVEYING
INCORPORATED

ACT 537
SEWAGE FACILITIES PLAN
NEWTOWN TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

NTMA OVERVIEW MAP
COMPONENTS 1-14

SHEET
1

EXHIBIT "D"

JUNE 21, 2010 BID OPENING MEMO WITH SUMMARY OF COSTS

DATED JUNE 22, 2010

**CENTRAL DELAWARE COUNTY AUTHORITY
212B UNITY TERRACE
RUTLEDGE, PA**

MEMORANDUM

SUBJECT: Recommendation on Contract Award
Crum Creek Interceptor Capital Improvement Program

FROM: Jim Kern
Maintenance & Strategic Planning Committee

TO: Board Members

DATE: June 21, 2010

Below you will find the construction bids tabulated for the Crum Creek Interceptor Capital Improvement Project. As you can see, the bids came in significantly lower than the engineer's estimate at the time of bidding.

	Estimate	Low	Second Low
Phase 1	\$11,800,000	\$ 9,623,825	\$11,708,350
Phase 2	\$ 3,900,000	\$ 3,133,980	\$ 3,259,940 ²
Phase 3	<u>\$ 2,400,000</u>	<u>\$ 1,995,205</u>	<u>\$ 1,944,630²</u>
Total	\$18,100,000	\$14,723,010 ¹	\$16,912,920 ²

¹ Total minus a deduction of \$30,000 if awarded all three phases.

² Combination of bids from two different contractors

The three phases were established by the Authority to match up with the anticipated flows from the new members. Phase 2 would need to be completed by 2014 and Phase 3 by 2019. There is no mention of the phases in our service agreement with our municipalities; consequently, there is no obligation or requirement to construct the project in phases.

Committee Recommendation

The Maintenance & Strategic Planning Committee is recommending the construction of all three phases at this time for the following reasons:

- We have received an extremely good bid price for all three phases. Delaying construction will result in increase cost to the Authority and our municipal members.
- We are anticipating a favorable, and historically low, interest rate (around 4%). As the economy recovers, the rates will go up.
- Phases 2 & 3 will eventually have to be built.

- According to the Authority Engineer, Metra Industries, has a good reputation, and is the lowest, responsive & responsible bidder. They are in compliance with our responsible contractor requirements.
- We would save the cost of a second and maybe third bond issue.
- Because the rehabilitation work in the contract would normally be funded through our Operations Budget, the Committee is recommending that some of the additional bond cost for the rehabilitation work (Phases 2 & 3) be offset by a reduction to Trunk Line Maintenance budget of \$100,000.

Project Budget

The tentative project budget is as follows.

	Rehabilitation	Expansion	Total	Notes
Construction				
Phase 1	\$5,325,960	\$4,297,865	\$9,623,825	
Phase 2	\$2,516,742	\$617,238	\$3,133,980	
Phase 3	\$1,438,667	\$556,538	\$1,995,205	
subtotal	\$9,281,369	\$5,471,641	\$14,753,010	1
Construction %	62.91%	37.09%	100.00%	2
Design	\$471,838	\$278,162	\$750,000	3
CM / Insp	\$370,500	\$218,421	\$588,920	4
Legal	\$6,291	\$3,709	\$10,000	
Contingency	\$464,068	\$273,582	\$737,650	5
Contingency 2	\$188,735	\$111,265	\$300,000	6
Financing	\$377,470	\$222,530	\$600,000	
Delcora Loan	\$1,700,000	\$0	\$1,700,000	7
Debt Reserve	\$629,117	\$370,883	\$1,000,000	8
First Year Bond Payment	\$173,007	\$101,993	\$275,000	9
Administrative	<u>\$28,310</u>	<u>\$16,690</u>	<u>\$45,000</u>	
	\$13,690,706	\$7,068,875	\$20,759,580	

Notes:

1. Bid total is \$14,723,010 after the \$30,000 deduct provided by the contractor if he is awarded all three phases.
2. Percentage by construction costs.
3. Estimated at 5% of construction costs then rounded up.
4. Estimated at 4% of construction costs.
5. Set to 5% of construction.
6. Contingency for DEP Permit.
Breakdown between rehab & expansion is not final.
7. To payoff DELCORA Loan
8. One year worth of bond payment (approximate value)
9. Included because 2009 & 2010 rates include these costs.

There are two unexpected items in the budget that I would like to point out. First is a line item for \$1.7 million to pay off our DELCORA loan. There are two great reasons for refinancing our loan. First is the anticipated bond has a lower interest rate than the loan. Refinancing will save us an estimated \$90,000. The part of the bond issue covering the loan can be crafted with the same remaining life. Second, the DELCORA loan has a claim on our revenue. Paying off the loan eliminates that claim and makes issuing our new bonds a lot easier. Our financial advisors, bond counsel and DELCORA are recommending this action.

The other new line item is a \$300,000 contingency tied to the DEP construction permit. We are still in negotiations with DEP over this. If we do not receive any relief from DEP's demands, this line item will help to cover the additional costs.

Project Financing

We are anticipating project financing from four sources.

Bonds	\$16,500,000
CDCA cash	\$ 1,250,000 ³
Upper Providence cash	\$ 1,971,683 ⁴
Grant	<u>\$ 1,000,000</u>
Total	\$20,721,683 ⁵

³ This amount was collected in our 2009 and 2010 budget.

⁴ This amount is to be used for this example only.

It is not the final calculated amount.

⁵ Does not add up to the project budget chart because numbers were rounded off.

Impact on the Rates

Here is my projection for the impact of constructing the entire project and refinancing the loan on our 2011 rates.

<u>Source</u>	<u>Rehabilitation⁶</u>	<u>Expansion⁷</u>	<u>Total</u>	<u>Comments</u>
DELCORA Loan	\$163,000	\$0	\$163,000	Already in the 2010 budget
Current Capital Budget	\$425,250	\$324,750	\$750,000	Already in the 2010 budget
Maintenance Contribution	\$100,000	\$0	\$100,000	We will reduce the Trunk line maintenance by this amount.
Budget Increase	<u>\$25,853</u>	<u>\$43,960</u>	<u>\$69,813</u>	We will need to increase our 2011 rates by this amount.
	\$652,894	\$337,106	\$1,082,813	

⁶ Rehabilitation will be paid by all 12 municipalities

⁷ Expansion will be paid by the 3 new members

As you can see, the net impact on our 2011 rates will be minimal. The \$69,813 represents a 0.8% rate increase.

The original numbers prepared for this memo were reviewed by our engineer and financial advisor. As a result of that review, they were revised. Please note that these values are an estimate only and subject to change. They are provided to indicate relative dollar amounts we are talking about.

We agreed that each member would consult with their respective municipality regarding moving forward with all three phases at this time. It is requested that you come to the July meeting prepared to vote on the scope of the project.

Should you have any questions, please do not hesitate to contact me.

Office number: 215-814-5788

Home number: 610-39-9492

Home email: jimkern@comcast.net

CDCA - Crum Creek Interceptor Improvements
Summary of Costs

06/22/10

PHASE 1	Capital	Expansion	TOTAL
Upper Providence	\$ 266,298.00	\$ 826,310.37	\$ 1,092,608.37
Newtown	\$ 463,358.52	\$ 2,545,808.10	\$ 3,009,166.63
Edgmont	\$ 165,104.76	\$ 925,746.50	\$ 1,090,851.26

PHASE 2	Capital	Expansion	TOTAL
Upper Providence	\$ 125,837.12	\$ 146,198.34	\$ 272,035.45
Newtown	\$ 218,956.58	\$ 345,444.16	\$ 564,400.74
Edgmont	\$ 78,019.01	\$ 125,595.15	\$ 203,614.17

PHASE 3	Capital	Expansion	TOTAL
Upper Providence	\$ 71,933.36	\$ 105,107.63	\$ 177,040.98
Newtown	\$ 125,164.04	\$ 331,056.10	\$ 456,220.14
Edgmont	\$ 44,598.68	\$ 120,374.13	\$ 164,972.81

TOTAL	Capital	Expansion	TOTAL
Upper Providence	\$ 464,068.48	\$ 1,077,616.33	\$ 1,541,684.81
Newtown	\$ 807,479.15	\$ 3,222,308.36	\$ 4,029,787.51
Edgmont	\$ 287,722.46	\$ 1,171,715.78	\$ 1,459,438.24

APPENDIX X

ASHFORD AGREEMENT

ADDENDUM TO SEWER AGREEMENT

THIS ADDENDUM, made this 28 day of April, 2011, by the Newtown Township Municipal Authority located at 209 Bishop Hollow Road, Newtown Square, Pennsylvania, 19073 ("Authority"), Newtown Township, a township of the second class located at 209 Bishop Hollow Road, Newtown Square, Pennsylvania, 19073 ("Township"), and Ashford Land Company, L.P. ("Developer"), with its principal offices located at 750 E. Haverford Avenue, Bryn Mawr, PA 19010.

Background

WHEREAS, Authority was formed under the Pennsylvania Municipality Authorities Act of 1945, as amended and supplemented, and is authorized to exercise all the powers enumerated therein, including the power to make contracts of every name and nature and to execute all instruments necessary and convenient for the carrying on of its business;

WHEREAS, Township is a Second Class Township which, by adoption of the New Membership Agreement with the Central Delaware County Authority ("CDCA"), also known as the Supplemental Agreement ("Agreement"), and the issuance of a Certificate of Amendment by the Secretary of Commonwealth dated February 25, 2009, has become a member of CDCA;

WHEREAS, Developer has developed, or proposes to develop, a tract of land to which it holds legal title in Newtown Township, Delaware County, Pennsylvania ("Development");

WHEREAS, Developer has submitted a sewer planning module which has been approved by the Township and Authority and thereafter, by the Pennsylvania Department of Environmental Protection ("DEP"), which sewer planning module is attached hereto as Exhibit "A" (the "Planning Module"), to provide public sewer to its Development;

WHEREAS, Township and Authority, by virtue of the Township's membership in CDCA, seek to provide public sewer to the eastern portion of the Township, including Developer's Development;

WHEREAS, Township, Authority and Developer have entered into a Sewer Agreement of even date herewith (the "Sewer Agreement") whereby Developer has reserved flow and sewer treatment capacity in the amount of One Hundred Fifteen Thousand (115,000) gallons per day of Township's guaranteed capacity with CDCA;

WHEREAS, all capitalized terms not defined herein shall have the meaning ascribed to them in the Sewer Agreement;

WHEREAS, the Planning Module proposes the construction of a pump station on Developer's Development as shown on that certain Ashford Pump Station Plans (8 sheets) dated August 14, 2010, last revised March 18, 2011 prepared by Ebert Engineering, Inc. and a force main and any appurtenances thereto to run from Developer's Development to State Route 252 and thereafter along State Route 252 ultimately connecting to the manhole connecting to the CDCA System, which proposed route is consistent with the Township's Revised 537 Plan (as defined in the Sewer Agreement) currently being prepared for submission to and approval by DEP and which is shown on that certain Ashford Force Main Plans (18 sheets) dated August 13, 2010 and August 16, 2010 (Sheets 7 and 8), last revised March 18, 2011, prepared by Ebert Engineering, Inc.

WHEREAS, the Planning Module is designed to provide excess capacity over that which is required by Developer's Development in order to be able to convey sewage generated by other users of sewer capacity in the Township if so approved and to provide the opportunity

for future connections by other premises if so approved as set forth in and consistent with the Township's Revised 537 Plan;

WHEREAS, Developer has designed and seeks to construct the pump station and force main and all appurtenances thereto as designated in the Planning Module, which improvements are a portion of the Upper Crum Creek Project, at its own cost and expense (subject to credit or reimbursement as provided herein), or in conjunction with other developers and/or institutional users whose planning modules have been approved, as allowed by the Pennsylvania Municipality Authorities Act;

WHEREAS, section 5613(a) of the Pennsylvania Municipality Authorities Act authorizes an owner to "sell, lease, lend, grant, convey, transfer or pay over to any authority with or without consideration any project or part of it ... which may be used by the authority in the construction, improvement, maintenance or operation of any project";

WHEREAS, any action by an authority to acquire, as well as a proposed agreement to acquire, shall be approved by the governing body of the municipality which created the authority pursuant to Section 5613 (b)(2);

WHEREAS, pursuant to the Pennsylvania Municipality Authorities Act, section 5607 (d)(31) an authority shall provide for the reimbursement or a credit to a property owner where the owner constructs or causes to construct at his expense any extension of a sewer system;

WHEREAS, in order to meet the sewer needs of Developer, existing residents and developments of the Township and future developments of the Township, the parties have agreed that it was mutually beneficial to have the Planning Module submitted by Developer approved and that the pump station and force main be constructed in accordance with

Exhibit "A", in accordance with the terms and conditions of this Addendum as well as the applicable terms and conditions of the Sewer Agreement;

TERMS and CONDITIONS

NOW THEREFORE, the parties hereto, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, do agree as follows:

1. Township and Authority have approved the Planning Module attached hereto as Exhibit "A" and incorporated herein by reference, for submission and evaluation by DEP.

2. Township and Authority grant Developer the right to construct and Developer shall construct, at its sole cost and expense (subject to credit or reimbursement as provided herein), or in conjunction with other developers and/or institutional users whose planning modules have been approved, a pump station and a force main and any and all appurtenances related thereto beginning from the Development extending therefrom to State Route 252 and along State Route 252 and connecting to the manhole connecting to the CDCA System, which proposed route is consistent with the Township's Revised 537 Plan and as set forth in the Planning Module.

3. Developer agrees that all work, construction and installation of the pump station, the force main, the collection and conveyance system within the Development and any and all appurtenances related thereto, including all restoration work and required improvements, shall be performed in conformity with the Planning Module as well as in conformity with all permits issued by the Authority and/or Township or regulatory authority having jurisdiction pursuant thereto or in furtherance thereof, in compliance with all the requirements of the Township and/or Authority, whether by ordinance, rule or regulation heretofore adopted or promulgated, and in compliance with all applicable regulations of other regulatory authorities having jurisdiction, as

well as in accordance with good and accepted engineering and construction practices. Minor change orders to the work which do not result in any material deviation from the approved plans for the construction of the pump station, the force main, the collection and conveyance system within the **Development** and appurtenances related thereto may be authorized solely by **Developer** after notice to **Authority's** engineer as time allows. Any material change or amendment to the **Planning Module**, or to any permit or other document issued in furtherance thereof, shall not be valid until **Township's** and/or **Authority's** approval or the approval of the regulatory authority having jurisdiction thereof is endorsed in writing thereon, together with the date of such endorsement.

4. **Developer** agrees to be responsible for acquiring at fair market value any and all easements necessary for the construction and installation of the pump station and force main and any and all appurtenances related thereto. **Township** and **Authority** agree to fully cooperate with and assist **Developer**, at no costs to **Township** and/or **Authority**, in acquiring any and all easements, including by eminent domain, if absolutely necessary and **Developer** is unable to obtain such easements for fair market value.

5. **Developer** agrees to cause all the land disturbed by the installation and construction of the force main and any and all appurtenances related thereto to be returned to substantially its original condition or as outlined in the applicable approved plans and permits at its own expense (subject to credit or reimbursement as provided herein).

6. To insure construction, installation and completion of the pump station and force main and any and all appurtenances thereto, including restoring the disturbed ground to substantially its original condition or as outlined in the applicable approved plans and permits, **Developer** shall contemporaneously with and/or prior to the construction of the pump station and

force main provide financial security through a bond, letter of credit or other form reasonably acceptable to Authority or Township for an amount equal to 110% of the projected cost of the installation and construction of the pump station and force main and any and all appurtenances related thereto consistent with the Planning Module. These projected costs have been compiled and estimated by the Authority's Engineer to be in the total amount of Three Million Four Hundred Thirty-three Thousand Nine Hundred Forty-three and 13/100 Dollars (\$3,433,943.13) and are appended hereto as Exhibit "B" and made a part hereof. Consistent therewith, Developer shall provide financial security through a bond, letter of credit or other form reasonably acceptable to the Authority in the amount of Three Million Seven Hundred Seventy-seven Thousand Three Hundred Thirty-seven and 43/100 (\$3,777,337.43). No change or alteration in the amount of such financial security shall be authorized or valid unless approved by the Authority in writing and appended to this Addendum. Authority acknowledges and agrees that Developer's providing of such financial security to the Township pursuant to a development or improvements agreement between the Township and Developer shall satisfy Developer's obligation under this Section.

7. In the event Developer requires more than one year from date of the posting of the financial security to complete the required improvements, then annually, beginning at the first anniversary date of such posting the financial security, the Authority or the Township may adjust the amount of the financial security by comparing the actual cost of the improvements which have been completed and the estimated cost for the completion of the remaining improvements as of the expiration of the ninetieth (90) day before the original date scheduled for completion of the improvements. If the Authority or the Township determines that additional security is required to be posted, Developer shall post that security at least fifteen (15) days prior

to the date on which the improvements were originally scheduled for completion, but in no event later than said anniversary date. The amount of such additional deposit shall insure that the financial security equals 110% of the costs of the remaining installation and construction of the pump station and the force main and any and all appurtenances related thereto, including restoration of the ground to substantially its original condition or as outlined in the applicable approved plans and permits. Failure of **Developer** to post the additional security, as required by this paragraph, shall constitute a default and the **Authority** or the **Township** shall take such action as otherwise provided by the terms of this **Addendum** and/or as provided by law.

8. Moreover, wherein an ascertainable stage of work on the improvements has been completed, **Developer** may request the **Authority** or the **Township** to authorize the release of such portions of the financial security. Any such request shall be in writing. Subject to the provisions of the MPC, Section 509(J), the responsibility to release such funds shall be subject to the **Developer's** compliance with the terms and conditions of this **Addendum**.

9. **Developer** shall notify the **Authority's** engineer at least forty-eight (48) hours in advance of the start of construction. No work shall be backfilled until inspected by **Authority's** engineer or his designee.

10. All installation and construction of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto shall be done in good and workmanlike manner, including the restoration of any disturbed ground to substantially its previous condition or as outlined in the applicable approved plans and permits, and such shall be subject to the inspection and approval of the **Authority's** engineer, in accordance with applicable **Township** specifications and procedures and acceptable standards of engineering practice. The **Authority** shall have the right by its duly appointed

engineer to inspect the sewer line on as many occasions as the Authority reasonably deems necessary to assure compliance with the construction and maintenance provisions of this Addendum and any other regulatory agency requirements.

11. **Developer** agrees to make all applications for approvals and permits necessary to construct the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto. Township and Authority agree to cooperate with **Developer** in obtaining all such approvals and permits, including but not limited to being the applicant for such approvals and permits from any and all regulatory agencies, including but not limited to DEP and PennDOT. **Developer** agrees to make all necessary arrangements with, and secure approvals of the public utilities, necessary for the operation and maintenance of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto, to the extent necessary.

12. Commencing with the issuance of the permit for the installation and construction of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto, **Developer** shall be responsible for the costs of maintenance and inspection of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto until such time as acceptance of the dedication of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto by the Authority and/or Township. However, after such time of acceptance of dedication of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto, **Developer** shall remain the owner of and responsible for any laterals from the point of the clean-out to the homes and/or grinder pumps to any homes

and/or other improvements constructed in the **Development**, as well as any necessary pumps and all appurtenances associated therewith connecting to the collection and conveyance system and force main until such time as legal title to any such home and/or improvement is transferred, at which time the new legal owner shall be responsible for the laterals from the point of the clean-out to the homes and/or grinder pumps to the home. Notwithstanding the foregoing, the **Authority** reserves the right to require dedication of the laterals from the point of the clean-out to the homes and/or grinder pumps to any homes and/or other improvements constructed in the **Development**.

13. After completion of the construction and installation of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portion thereof), as a condition to their acceptance of dedication by the **Township** and/or **Authority**, **Developer** shall, prior to the introduction of any flow into the sewer line:

a. Deliver to the **Authority** escrow monies or a maintenance bond with surety with the **Authority** as obligee or a letter of credit in a sum equivalent to ten (10%) percent of the actual costs of construction of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto, in order to inspect, maintain and keep the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto in good order, condition and repair up to the date of acceptance of a deed of dedication, with any remainder to be returned to **Developer** upon compliance with paragraph 14; and

b. Repair any damage to or blockage and eliminate any inflow and/or infiltration in the force main and any and all appurtenances related thereto, and if the **Developer** fails to do so, the **Authority** may contract for the same at the expense of the **Developer**.

14. Following satisfactory completion of the installation and construction of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof), including restoration of any and all disturbed grounds to substantially their previous condition or as outlined in the applicable approved plans and permits, **Developer** shall offer the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof) for dedication to the **Authority** and/or **Township**. Subject to the following sentence, it is agreed that **Authority** and/or **Township** shall accept dedication of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof). Acceptance of the deed of dedication by the **Authority** and/or the **Township** shall be conditioned, as determined in the reasonable judgment of the **Authority**, upon the following:

a. Satisfactory performance and compliance with all terms of this Addendum;

b. Submission and acceptance of the Deed of Dedication by the **Authority**, substantially in the form attached hereto as **Exhibit "C-1"** with respect to the dedication of the pump station and force main and substantially in the form attached hereto as **Exhibit "C-2"** with respect to the dedication of the collection and conveyance system within the **Development**, dedicating to the **Authority** and/or **Township** the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto as

well as any and all required easements necessary for maintenance of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof); and

c. **Developer** agrees it will convey to the **Authority** and/or **Township** good and marketable title to the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto (or applicable portions thereof) and any and all required easements necessary for the maintenance of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto (or applicable portions thereof) and shall cause a licensed Pennsylvania title company to insure the **Authority** and/or **Township** good and marketable title to said pump station, force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof) and easements.

15. Acceptance of dedication of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances related thereto (or applicable portions thereof) shall be complete upon adoption by **Authority's** Board or **Township's** Board of Supervisors of a "Resolution of Acceptance" passed and adopted at a public meeting and by recording of the applicable Deed of Dedication with the Recorder of Deeds.

16. **Developer** shall be entitled to receive a credit toward **Developer's** proportionate share of its costs of the **Upper Crum Creek Project** and **CDCA Project** as provided in the **Sewer Agreement** entered into by the parties hereto in an amount equal to the actual costs of construction of the pump station, the force main and any and all appurtenances related thereto (but not including the collection and conveyance system within the **Development**), including

restoration of any and all disturbed grounds to substantially their previous condition or as outlined in the applicable approved plans and permits and acquiring any easements or right-of-ways, and including soft costs such as engineering, legal, management, inspection and bonding fees, and any and all other related, necessary costs (collectively, "**Developer's Costs**"), which have been expended by **Developer** as of the date **Developer** would be required to pay any part of its proportionate share of the costs of the **Upper Crum Creek Project** and the **CDCA Project**. Upon completion of the installation and construction of the pump station, the force main and any and all appurtenances related thereto (but not including the collection and conveyance system within the **Development**), including restoration of any and all disturbed grounds to substantially their previous condition or as outlined in the applicable approved plans and permits, then (a) if the **Developer's Costs** exceed the **Developer's** proportionate share of the costs of the **Upper Crum Creek Project** and the **CDCA Project** as provided in the **Sewer Agreement** and the **Authority** has accepted dedication of the pump station and force main, then the **Authority** and/or **Township** shall within twelve (12) months of demand reimburse the entire excess costs to **Developer**, provided that **Authority** and/or **Township** shall pay at least one quarter of such amount to **Developer** no less frequently than every three (3) months, or (b) if the **Developer's Costs** are less than the **Developer's** proportionate share of the costs of the **Upper Crum Creek Project** and the **CDCA Project** as provided in the **Sewer Agreement**, then the **Developer** shall within sixty (60) days of demand pay the shortfall to the **Authority** or the **Township**.

17. **Developer**, its successors and assigns, and all future owners of tracts or parcels in the **Development**, as well as owners of other premises connecting to said force main and any and all appurtenances related thereto, shall be responsible for paying all sewer rents as required by

the Authority and/or the Township in accordance with the then current rate schedule following any acceptance of dedication by the Authority and/or Township.

18. Developer agrees it is responsible for and shall reimburse the Authority and/or Township for all reasonable and necessary professional fees incurred by the Authority and/or Township after the date of this Agreement for review of the pump station and force main plans and for all field inspections on or adjacent to the Development by the Authority's engineer in the course of installation and construction of the pump station and the force main, provided that the Authority and Township do not waive the right to be reimbursed for all reasonable and necessary professional fees incurred by Authority and/or Township in connection with the Development pursuant to existing escrow agreements between Developer and Authority and/or Township. Such fees shall be in accordance with the ordinary and customary fees charged by such professionals for similar services, but in no event shall the fees exceed the rate or costs charged by such professionals to the Authority. Such fees shall be in addition to all required construction permit fees and use fees to be charged by the Township and/or the Authority to the Developer.

Authority shall provide billing statements setting forth the amount of these professional fees to the Developer no more frequently than monthly. In the event the Developer disputes the amount of any billings for professional fees herein, Developer shall within twenty (20) working days of the date of billing notify the Authority that the billing is disputed as excessive, unreasonable or unnecessary. If within thirty (30) working days thereafter the Authority and Developer can not agree on the amount of the billings, they shall, by mutual agreement, appoint a professional of the same profession or licensed discipline of Pennsylvania to review the bills and make a determination as the amount of the bills which are reasonable and necessary. The

professional so appointed shall render a decision within sixty (60) days of the billing statements.

If the **Authority** and **Developer** can not mutually agree upon the professional, the President Judge of the Court of Common Pleas of Delaware County shall be requested to appoint the professional. The fee for any such professional appointed shall be paid by the **Developer** if the amount of payment required in the decision is equal to the original bill. If the amount of payment required in the decision is less than the original bill by Two Thousand Five Hundred Dollars (\$2,500.00) or more, the **Authority** shall pay the fee, but otherwise the **Authority** and **Developer** shall each pay one-half (1/2) of the fee. Notice by a party as required by this paragraph may be given by its counsel and may be given to a party by addressing the notice to its counsel and such notices shall be deemed to have been given by the party or to the party, as the case may be.

19. Thirty (30) days after installation and completion and approval by the **Authority** of the pump station, force main, the collection and conveyance system within the **Development** and any appurtenances thereto as shown in the **Planning Module**, **Developer** shall submit to the **Authority** an "as-built" plan, showing the actual location, dimension and conditions of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto, certified by the **Developer's** engineer or surveyor to be in accordance with the actual construction. Such "as-built" plans shall be subject to the approval and requirements of the **Authority's** engineer.

20. **Developer**, its successors and assigns, agree to be responsible for and to indemnify, hold harmless and defend the **Authority** and/or the **Township**, its engineers and agents from any and all liability, claims or costs, including reasonable counsel fees, suffered and incurred by the **Authority** and/or the **Township** by reason of any injury (including death) to any

person or damage to any property by reason of the operation, construction, installation, function or malfunction of the pump station, the force main, the collection and conveyance system within the **Development** or any appurtenances thereto or damage to the pump station, the force main, the collection and conveyance system within the **Development** or any appurtenances thereto, until dedication of the pump station, the force main, the collection and conveyance system within the **Development** and any and all appurtenances thereto is accepted by the **Authority** and/or the **Township**, except as a result of any gross negligence and/or intentional acts of the **Authority** and/or **Township**, their agents, employees and/or workmen.

21. The parties hereto named include the **Developer**, its successors, assignees, and/or transferees. Transfer of ownership to any person or entity, other than the **Authority** and/or the **Township**, shall not relieve the **Developer**, its successors and assigns and transferees of the obligations hereunder.

22. The rights of the **Developer** shall be assignable so long as such successor and/or assignee agrees to be bound by the terms of this **Addendum** from and after the date of its acquisition.

23. This **Addendum** shall be interpreted and shall be governed by the laws of the Commonwealth of Pennsylvania.

24. To the extent that any provision, paragraph and/or portion(s) thereof contained in this **Addendum** and the **Sewer Agreement** are determined to be contradictory, in conflict and/or incompatible with one another, then the terms and conditions of this **Addendum** shall prevail and be enforceable.

25. All notices hereunder, to be effective, shall be in writing and shall be sent by United States Certified Mail by next day delivery express mail or hand delivered to the

respective parties at the addresses indicated below or to such other address or addresses as each party shall provide by notices aforesaid period.

Newtown Township
ATTN: Township Manager
209 Bishop Hollow Road
Newtown Square, PA 19073

Newtown Township Municipal Authority
ATTN: Chairman
209 Bishop Hollow Road
Newtown Square, PA 19073

Ashford Land Company, L.P.
ATTN: Mr. William P. Rouse
750 E. Haverford Road
Bryn Mawr, Pennsylvania 19010

Notice by a party may be given on its behalf by its counsel and may be given to a party by addressing the notice to its counsel and such notices shall be deemed to have been given by the party or to the party, as the case may be. Notice shall be deemed given when delivered in the case of personal delivery, two (2) days of the date of deposit in the mail sent by Certified Mail, or one (1) day following the day of deposit for the next day Delivery Express Carrier.

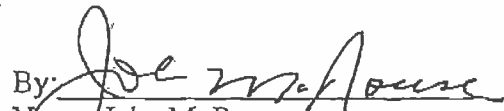
26. If any term, provision and/or paragraph of this Addendum is determined to be invalid or unenforceable for any reason by a final court of competent jurisdiction, such determination shall not affect the balance of the provisions of this Addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this 28th
day of April, 2011.

ASHFORD LAND COMPANY, L.P.,
a Delaware limited partnership

By: LISETER, LLC, a Delaware limited liability
company, its sole general partner

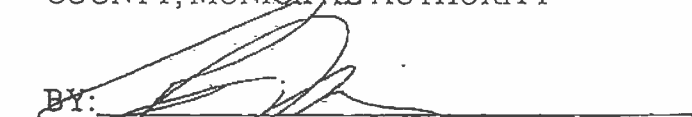
By: LISETER MANAGEMENT COMPANY,
LLC, a Delaware limited liability company,
its Manager

By: 
Name: John M. Rouse
Title: Chief Operating Officer

NEWTOWN TOWNSHIP, DELAWARE
COUNTY

BY: 
CHAIRMAN, NEWTOWN TOWNSHIP
BOARD OF SUPERVISORS

NEWTOWN TOWNSHIP, DELAWARE
COUNTY, MUNICIPAL AUTHORITY

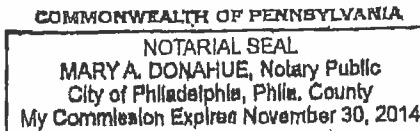
BY: 
CHAIRMAN

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

On this, the 4th day of April, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared John M. Rouse, who acknowledged himself to be the Chief Operating Officer of Liseter Management Company, the manager of Liseter, LLC, the sole general partner of ASHFORD LAND COMPANY, L.P., a Delaware limited partnership and that he, as such officer, being authorized to do so, executed the foregoing Agreement for and on behalf of said limited liability company by signing his names by himself as such officer for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Mary A. Donahue
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF :

On this, the ____ day of _____, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the Chairman, Newtown Township Board of Supervisors of **NEWTOWN TOWNSHIP, DELAWARE COUNTY**, and that he, as such official, being authorized to do so, executed the foregoing Agreement for and on behalf of said Township by signing his/her name by himself/herself as such official for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE : SS.

On this, the 4th day of April, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Jackson who acknowledged himself/herself to be the Chairman of NEWTOWN TOWNSHIP, DELAWARE COUNTY, MUNICIPAL AUTHORITY, and that he, as such official, being authorized to do so, executed the foregoing Agreement for and on behalf of said Authority by signing his/her name by himself/herself as such official for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Ann Marie Orsini
Notary Public

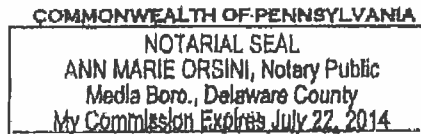


EXHIBIT "B"

TOTAL BASE COST ASHFORD PUMP STATION AND FORCE MAIN

Newtown Township Municipal Authority
 209 Bishop Hollow Road
 610-356-0200
 3/31/2011

CONSULTING ENGINEERS & SURVEYORS
 610.358.9363 Ext 34 Fax 610.358.9376
 The Summit at Brandywine
 1786 Wilmington Pike, Suite 300
 Glen Mills, PA 19342

TOTAL BASE COST
ASHFORD PS& FM to CDCA TIE-IN

Ashford Pump Station Plans, Ebert Engineering, Inc:
 Based on plan dated 8-14-2010 revision 3-18-2011

Ashford Forcemain Plans, Ebert Engineering, Inc:
 Based on plan dated 8-13-2010 revision 3-18-2011

	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST
A					
	Ashford Pump Station	1	LS	\$800,000.00	\$800,000.00
	8" Forcemain Onsite	7430	LF	\$30.00	\$222,900.00
	Air Release MH (Every 1000')	7	EA	\$5,000.00	\$35,000.00
	8" Forcemain from Site to BPG (Directional Drill)	1470	LF	\$100.00	\$147,000.00
	Air Release MH (Every 1000')	1	EA	\$6,500.00	\$6,500.00
	10" Forcemain from BPG to CDCA MH (Directional Drill)	8900	EA	\$120.00	\$1,068,000.00
	Air Release MH (Every 1000')	9	EA	\$6,500.00	\$58,500.00
	Temp Patch Every 400' for Directional Drill	10370	SF	\$2.31	\$23,954.70
	Final Paving (1.5") 12" Lane/ Shoulder	13827	SF	\$12.00	\$165,920.00
	Traffic Control	10370	LS	\$5.00	\$51,850.00
B					
	1 Engineering	1	LS	\$77,000.00	\$77,000.00
	2 Survey & As Builts	1	LS	\$54,454.85	\$54,454.85
	3 Permitting	1	LS	\$3,500.00	\$3,500.00
	SUBTOTAL:				\$2,714,579.55
C					
	10% Management Fee (1)				\$271,457.96
	5% Inspection (1)				\$135,728.98
	1.5% Bonding (1)				\$40,718.69
	10% Contingency (1)				\$271,457.96
	TOTAL				\$3,433,943.13

(1) Financial security for the Management Fee, Inspection Fee, Bonding Fee and Contingency shall not be released until substantial completion of the pump station and force main.

EXHIBIT "C-1"

FORM OF DEED OF DEDICATION
FOR PUMP STATION AND FORCE MAIN

EXHIBIT C-1

Prepared By
and
Return to:

Michael Sheridan, Esquire
SHERIDAN, BRACKEN & WENKE
101 W Baltimore Ave
PO Box 1940
Media, PA 19063
(610) 565-7770

DEED OF DEDICATION

THIS INDENTURE made the ____ day of _____, _____, between:

ASHFORD LAND COMPANY, L.P., a Delaware limited partnership, of the
one part (hereinafter called the "Grantor"), and

NEWTOWN TOWNSHIP MUNICIPAL AUTHORITY, an authority formed
under the Pennsylvania Municipality Authorities Act of 1945 in the County of Delaware,
Commonwealth of Pennsylvania, of the other part (hereinafter called the "Grantee").

WITNESSETH:

THAT the said Grantor, for and in consideration of the advantage to it accruing as well as
for divers other considerations affecting the public welfare, which it seeks to advance; has
granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does
grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and
assigns, the pump station, gravity and force mains within an easement or a street right of way
shown on the Subdivision and Land Development Plans (as hereinafter defined), and laterals,
~~within an easement or a street right of way as shown on the Subdivision and Land Development~~
~~Plans, extending within the easement or street right of way from a main to the easement or right~~
~~of way line (the "Dedicated Sanitary Sewer Facilities").~~

THE DEDICATED SANITARY SEWER FACILITIES BEING in, on, across and/or through certain portions of the premises shown on (i) that certain Final Subdivision and Land Development Plans for Ashford Land Company, L.P. (146 sheets) dated November 21, 2007, last revised October 15, 2010, prepared by Advanced GeoServices, Inc., and recorded in the Office for the Recording of Deeds in and for Delaware County, at Media, Pennsylvania, as Plan No. _____, (ii) that certain Ashford Pump Station Plans (8 sheets) dated August 14, 2010, last revised September 3, 2010, prepared by Ebert Engineering, Inc., and recorded in said Office for the Recording of Deeds as Plan No. _____, and (iii) that certain Ashford Force Main Plans (18 sheets) dated August 13, 2010 and August 16, 2010 (sheets 7 and 8), last revised September 3, 2010, prepared by Ebert Engineering, Inc., and recorded in said Office for the Recording of Deeds as Plan No. _____ (said plans, collectively, including all sheets thereof, being hereinafter referred to as the "Subdivision and Land Development Plans");

TOGETHER with all appurtenances and structures related to the Dedicated Sanitary Sewer Facilities as have been constructed, installed or otherwise completed in accordance with or pursuant to the Subdivision and Land Development Plans (said improvements being hereinafter referred to as the "Improvements").

TO HAVE AND TO HOLD the Dedicated Sanitary Sewer Facilities, with the Improvements, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever, as and for the following uses and purposes and for no other use or purpose whatsoever: as and for the installation, maintenance, and/or operation of public sanitary sewer facilities, in such manner and at such times as Grantee, its successors and assigns, may determine in its sole discretion from time to time or at any time.

AND the said Grantor, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the Dedicated Sanitary Sewer Facilities, together with the Improvements, unto the Grantee, its successors and assigns, against them, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part

thereof, by, from or under it, him, her, them, or any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

AND the said Grantor, for itself, its successors and assigns, does by these presents, further covenant, promise and agree to and with the said Grantee, its successors and assigns, to indemnify, hold harmless and defend said Grantee, its successors and assigns, and the officials, officers, employees and agents of Grantee, its successors and assigns, of, from and against any liability, claim, suit, or demand, of whatever nature or kind, arising from, out of, or related to: (i) the design, laying out, installation, construction and/or completion of all or any of the Improvements, or any part thereof; and/or (ii) any repair and/or maintenance (or the failure of such repair and/or maintenance) of all or any of the Improvements, or any part thereof, which repair and/or maintenance occurs, or is alleged to have occurred, either in whole or in part, prior to the time when the acceptance of this Deed of Dedication by Grantee becomes final and effective; PROVIDED, HOWEVER, that the indemnification, hold harmless and defense obligations of Grantor, its successors and assigns, under or pursuant to this paragraph shall apply only to liabilities, claims, suits and/or demands incurred by and/or asserted against said Grantee, its successors and assigns, and the officials, officers, employees and agents of Grantee, its successors and assigns, during the period of eighteen (18) months immediately following the date when the acceptance of this Deed of Dedication by Grantee becomes final and effective.

(The remainder of this page, except for the page number below, has intentionally been left blank. The signature page of Grantor follows immediately.)

IN WITNESS WHEREOF, the Grantor named above has caused this Indenture to be duly executed the day and year first mentioned above.

ASHFORD LAND COMPANY, L.P.,
a Delaware limited partnership

By: LISETER, LLC, a Delaware limited liability company, its sole general partner

By: LISETER MANAGEMENT COMPANY, LLC, a Delaware limited liability company, its manager

By: _____
Name: John M. Rouse
Title: Chief Operating Officer

I hereby certify that the precise address of the Grantee herein is:

Michael Sheridan, Esquire
Solicitor, Newtown Township Municipal Authority
Authority

On behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this ____ day of _____, A.D. _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ John M. Rouse, who acknowledged himself to be the _____ Chief Operating Officer of Liseter Management Company, LLC, a Delaware limited liability company and the manager of Liseter, LLC, a Delaware limited liability company and sole general partner of Ashford Land Company, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company, as manager of said general partner of **ASHFORD LAND COMPANY, L.P.**, by himself as such officer.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

ACCEPTANCE

THE FOREGOING DEED OF DEDICATION IS ACCEPTED by the Newtown Township Municipal Authority, Delaware County, Pennsylvania, by and through its Board of Directors.

WITNESS the signatures of said Board and the seal of said Authority, this ____ day of

_____, _____

BOARD OF DIRECTORS OF NEWTOWN
TOWNSHIP MUNICIPAL AUTHORITY,
DELAWARE COUNTY, PENNSYLVANIA

Robert Jackson, Chairman

ATTEST:

_____, Secretary (seal)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this, the _____ day of _____, A.D. _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ROBERT JACKSON, _____, and _____, who acknowledged themselves to be, respectively, the Chairman and members of the Board of Directors of the NEWTOWN TOWNSHIP MUNICIPAL AUTHORITY, Delaware County, Pennsylvania, and that they, as such officials, being authorized to do so, executed the foregoing Acceptance for and on behalf of said Authority by signing their names by themselves as such officials for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

EXHIBIT "C-2"

FORM OF DEED OF DEDICATION
FOR COLLECTION AND CONVEYANCE SYSTEM.

EXHIBIT C-2

Prepared By
and
Return to:

Michael Sheridan, Esquire
SHERIDAN, BRACKEN & WENKE
101 W Baltimore Ave
PO Box 1940
Media, PA 19063
(610) 565-7770

DEED OF DEDICATION

THIS INDENTURE made the ____ day of _____, _____, between:

ASHFORD LAND COMPANY, L.P., a Delaware limited partnership, of the
one part (hereinafter called the "Grantor"), and

NEWTOWN TOWNSHIP MUNICIPAL AUTHORITY, an authority formed
under the Pennsylvania Municipality Authorities Act of 1945 in the County of Delaware,
Commonwealth of Pennsylvania, of the other part (hereinafter called the "Grantee").

WITNESSETH:

THAT the said Grantor, for and in consideration of the advantage to it accruing as well as
for divers other considerations affecting the public welfare, which it seeks to advance, has
granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does
grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and
assigns, the laterals, within an easement or a street right of way as shown on the Subdivision and
Land Development Plans (as hereinafter defined), extending within the easement or street right
of way from a main to the easement or right of way line (the "Dedicated Sanitary Sewer
Facilities").

THE DEDICATED SANITARY SEWER FACILITIES BEING in, on, across and/or through certain portions of the premises shown on that certain Final Subdivision and Land Development Plans for Ashford Land Company, L.P. (146 sheets) dated November 21, 2007, last revised October 15, 2010, prepared by Advanced GeoServices, Inc., and recorded in the Office for the Recording of Deeds in and for Delaware County, at Media, Pennsylvania, as Plan No. _____ (said plans, including all sheets thereof, being hereinafter referred to as the "Subdivision and Land Development Plans");

TOGETHER with all appurtenances and structures related to the Dedicated Sanitary Sewer Facilities as have been constructed, installed or otherwise completed in accordance with or pursuant to the Subdivision and Land Development Plans (said improvements being hereinafter referred to as the "Improvements").

TO HAVE AND TO HOLD the Dedicated Sanitary Sewer Facilities, with the Improvements, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever, as and for the following uses and purposes and for no other use or purpose whatsoever: as and for the installation, maintenance, and/or operation of public sanitary sewer facilities, in such manner and at such times as Grantee, its successors and assigns, may determine in its sole discretion from time to time or at any time.

AND the said Grantor, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee, its successors and assigns, that the Dedicated Sanitary Sewer Facilities, together with the Improvements, unto the Grantee, its successors and assigns, against them, the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, him, her, them, or any of them, shall and will, subject as aforesaid, **WARRANT** and forever **DEFEND**.

AND the said Grantor, for itself, its successors and assigns, does by these presents, further covenant, promise and agree to and with the said Grantee, its successors and assigns, to indemnify, hold harmless and defend said Grantee, its successors and assigns, and the officials, officers, employees and agents of Grantee, its successors and assigns, of, from and against any liability, claim, suit, or demand, of whatever nature or kind, arising from, out of, or related to: (i) the design, laying out, installation, construction and/or completion of all or any of the Improvements, or any part thereof; and/or (ii) any repair and/or maintenance (or the failure of such repair and/or maintenance) of all or any of the Improvements, or any part thereof, which repair and/or maintenance occurs, or is alleged to have occurred, either in whole or in part, prior to the time when the acceptance of this Deed of Dedication by Grantee becomes final and effective; **PROVIDED, HOWEVER,** that the indemnification, hold harmless and defense obligations of Grantor, its successors and assigns, under or pursuant to this paragraph shall apply only to liabilities, claims, suits and/or demands incurred by and/or asserted against said Grantee, its successors and assigns, and the officials, officers, employees and agents of Grantee, its successors and assigns, during the period of eighteen (18) months immediately following the date when the acceptance of this Deed of Dedication by Grantee becomes final and effective.

(The remainder of this page, except for the page number below, has intentionally been left blank. The signature page of Grantor follows immediately.)

IN WITNESS WHEREOF, the Grantor named above has caused this Indenture
to be duly executed the day and year first mentioned above.

ASHFORD LAND COMPANY, L.P.,
a Delaware limited partnership

By: LISETER, LLC, a Delaware limited liability
company, its sole general partner

By: LISETER MANAGEMENT COMPANY,
LLC, a Delaware limited liability company, its
manager

By: _____
Name: John M. Rouse
Title: Chief Operating Officer

I hereby certify that the precise address of the Grantee herein is:

Michael Sheridan, Esquire
Solicitor, Newtown Township Municipal Authority
On behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this ____ day of _____, A.D. _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared John M. Rouse, who acknowledged himself to be the Chief Operating Officer of Liseter Management Company, LLC, a Delaware limited liability company and the manager of Liseter, LLC, a Delaware limited liability company and sole general partner of Ashford Land Company, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company, as manager of said general partner of **ASHFORD LAND COMPANY, L.P.**, by himself as such officer.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

ACCEPTANCE

THE FOREGOING DEED OF DEDICATION IS ACCEPTED by the Newtown
Township Municipal Authority, Delaware County, Pennsylvania, by and through its Board of
Directors.

WITNESS the signatures of said Board and the seal of said Authority, this ____ day of

_____, _____

BOARD OF DIRECTORS OF NEWTOWN
TOWNSHIP MUNICIPAL AUTHORITY,
DELAWARE COUNTY, PENNSYLVANIA

Robert Jackson, Chairman

ATTEST:

_____, Secretary (seal)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this, the ____ day of _____, A.D. _____, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared.

ROBERT JACKSON, _____, _____, and _____, who acknowledged themselves to be, respectively, the Chairman and members of the Board of Directors of the **NEWTOWN TOWNSHIP MUNICIPAL AUTHORITY**, Delaware County; Pennsylvania, and that they, as such officials, being authorized to do so, executed the foregoing Acceptance for and on behalf of said Authority by signing their names by themselves as such officials for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public

SEWER AGREEMENT

THIS SEWER AGREEMENT ("Sewer Agreement"), made this 28th day of July, 2011, by the Newtown Township Municipal Authority located at 209 Bishop Hollow Road, Newtown Square, Pennsylvania, 19073 ("**Authority**"), Newtown Township, a **Township** of the Second Class located at 209 Bishop Hollow Road, Newtown Square, Pennsylvania, 19073 ("**Township**"), and Ashford Land Company, L.P. ("**Developer**"), with its principal offices located at 750 E. Haverford Avenue, Bryn Mawr, Pennsylvania 19010.

Background

WHEREAS, **Authority** was formed under the Pennsylvania Municipality Authorities Act of 1945, as amended and supplemented, and is authorized to exercise all the powers enumerated therein, including the power to make contracts of every name and nature and to execute all instruments necessary and convenient for the carrying on of its business;

WHEREAS, **Township** is a Second Class with its principal location at 209 Bishop Hollow Road, Newtown Square, Delaware County, Pennsylvania, 19073;

WHEREAS, **Township** by the adoption of the New Membership Agreement dated December 21, 2007, as amended, with the Central Delaware County Authority ("**CDCA**") attached hereto as **Exhibit "A,"** also known as the Supplemental Agreement ("**Agreement**"), stated its desire, intent and approval to become a member of **CDCA**;

WHEREAS, **Developer** is the legal title owner of and proposes to develop a tract of land located at the intersection of Goshen Road and Route 252, Newtown Township, Delaware County, Pennsylvania for which **Developer** has received preliminary land development approval for a residential development containing 449 units and certain community and accessory buildings ("**Development**");

WHEREAS, as evidenced by Certificate of Amendment issued by the Secretary of Commonwealth and dated February 25, 2009, and pursuant to the **Agreement**, Township has become a member of **CDCA**;

WHEREAS, pursuant to the terms and conditions of the **Agreement**, Township is guaranteed capacity in the **CDCA System** in the amount of nine hundred sixty-one thousand nine hundred seventy-five (961,975) gallons per day. Additionally, One Hundred Three Thousand (103,000) gallons per day of capacity has been acquired from Upper Providence Township in order to meet the allocation needs of **Township/Authority** consistent with the Revised 537 Plan of **Township** dated January 18, 2011; said plan having been prepared and to be submitted forthwith to the Pennsylvania Department of Environmental Protection ("**DEP**") within the contemplation of the Pennsylvania Sewerage Facilities Act, commonly known and hereinafter referred to as "Act 537" (hereinafter "**Revised 537 Plan**"). Of that capacity, eight hundred fourteen thousand nine hundred seventy-five (814,975) gallons per day has been obtained and allocated for future capacity for new users and/or developments, including the proposed **Development of Developer**;

WHEREAS, by the terms and conditions of the **Agreement**, Township is required to pay its proportionate share of the cost of capital improvements as described in Article IV of the **Agreement** (the "**CDCA Repair Project**") and to pay the cost to expand/enlarge the **CDCA** facilities (the "**CDCA Expansion Project**," and together with the **CDCA Repair Project**, sometimes collectively referred to herein as the "**CDCA Project**") to accommodate the increased flow of new members, including **Township**, as set forth in Article V of the **Agreement**;

WHEREAS, to acquire the 103,000 gpd of additional **CDCA** capacity initially allocated to Upper Providence Township pursuant to the **Agreement**, Township has paid to Upper

Providence Township the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00).

Township additionally will be required to pay/reimburse the costs/expenses of the CDCA Project attributable to that additional 103,000 gpd or twenty-one and a half percent (21.5%) of CDCA capacity initially allocated to Upper Providence Township pursuant to the terms and conditions of the Agreement. See a summary of the costs/expenses for Upper Providence Township's total capacity allocation for capital improvements and expansion/enlargement of the CDCA System attached hereto as Exhibit "B" and incorporated by reference;

WHEREAS, Authority intends to design and construct or cause to be designed and constructed and own a wastewater collection and conveyance system within the Upper Crum Creek Watershed as shown on Exhibit "C" attached hereto and incorporated by reference (the "Upper Crum Creek Project"), subject to the approval and permit issuances, including by the Pennsylvania Department of Environmental Protection ("DEP"), Delaware County Conservation District and the Pennsylvania Department of Transportation ("PennDOT") to convey wastewater to the CDCA System and to the wastewater treatment facilities of the Delaware County Regional Water Quality Control Authority ("DELCORA");

WHEREAS, Developer has indicated its Development will require and herein seeks to reserve wastewater collection capacity to be serviced by the Upper Crum Creek Project and conveyed to the CDCA System and to the wastewater treatment facilities of DELCORA in the amount of one hundred fifteen thousand (115,000) gallons per day;

WHEREAS, the CDCA Repair Project and the CDCA Expansion Project as set forth in the Agreement have been financed through municipal bonds by a CDCA Bond Issue ("CDCA Bonds");

WHEREAS, the cost of the **CDCA Repair Project** is attributable to and therefore the responsibility of all current and future new users of the **CDCA System** within the **Township**, while the cost of the **CDCA Expansion Project** is attributable to and therefore the responsibility of future new users of the **CDCA System**;

WHEREAS, pursuant to paragraph 2.2 of the **Agreement**, **Township** was required to pay and has paid the sum of Six Hundred Six Thousand Five Hundred Sixty-five Dollars and No Cents (\$606,565.00) for its equity share of the ownership of **CDCA's** existing facilities and further, pursuant to paragraph 2.5 of the **Agreement**, **Township** was required to pay and has paid One Hundred Fifty-seven Thousand Nine Hundred Seventy-six Dollars and Zero Cents (\$157,976.00) as its proportionate contribution to the reserve fund of **CDCA** to accept the flow of future new users of **Township**;

WHEREAS, it is anticipated that the cost of design and construction of the **Upper Crum Creek Project** will be financed through a municipal bond issued by **Authority** and/or **Township** or by other long term financing arrangements (the "**Upper Crum Creek Bonds**");

WHEREAS, in order to proceed with the **CDCA Project** as well as the design and construction of the **Upper Crum Creek Project** in a financially responsible manner and to insure the amount of capacity required to meet the wastewater treatment capacity needs of **Developer**, **Township** and **Authority** require **Developer** be legally responsible for **Developer's** proportionate share of the cost of the **CDCA Project** and the **Upper Crum Creek Project** to reserve capacity to meet its wastewater treatment requirements;

WHEREAS, **Township's** share of the cost of the **CDCA Repair Project** is estimated to be Eight Hundred Seven Thousand Four Hundred Seventy-nine Dollars and Fifteen Cents (\$807,479.15) according to the June 21, 2010 Bid Opening Memo with attached Summary of

Costs dated June 22, 2010 from **CDCA** (attached hereto as **Exhibit "D"**), which bid was based on the "Crum Creek Interceptor Capacity Analysis and Future Flow Study" prepared by Catania Engineering Associates, Inc. ("**Catania Report**"), plus any soft costs (e.g., survey, engineering, legal and/or administrative) charged to **Township** by **CDCA** consistent with the **Agreement**. Said amount will be increased to include the same costs related to the additional One Hundred Three Thousand (103,000) gallons per day of **CDCA** capacity initially allocated to Upper Providence Township pursuant to the **Agreement**;

WHEREAS, **Township's** share of the cost of the **CDCA Expansion Project** is estimated to be Three Million Two Hundred Twenty-two Thousand Three Hundred Eight Dollars and Thirty-six Cents (\$3,222,308.36) according to the June 21, 2010 Bid Opening Memo with attached Summary of Costs dated June 22, 2010 from **CDCA** (attached hereto as **Exhibit "D"**), which bid was based on the **Catania Report**, plus any soft costs (e.g., survey, engineering, legal and/or administrative) charged to **Township** by **CDCA** consistent with the **Agreement**. Said amount will be increased to include the same costs related to the additional One Hundred Three Thousand (103,000) gallons per day of **CDCA** capacity initially allocated to Upper Providence Township pursuant to the **Agreement**;

WHEREAS, the costs/expenses attributable to the 103,000 gpd of capacity acquired from Upper Providence Township for both the **CDCA Repair Project** (i.e., \$75,766.23) and the **CDCA Expansion Project** (i.e., \$302,308.79) is estimated to be Three Hundred Seventy-eight Thousand Seventy-five Dollars and Two Cents (\$378,075.02) based on multiplying 21.5% x \$1,758,488.56 as Upper Providence Township's total **CDCA Project** costs/expenses as set forth in **Exhibit "B"**, plus 21.5% of any soft costs (e.g., survey, engineering, legal and/or administrative) charged to Upper Providence Township by **CDCA** consistent with the

Agreement. The total costs/expenses to acquire the 103,000 gpd capacity from Upper Providence Township, which includes its equity share of ownership of the **CDCA System**, reserve fund contribution, and costs/expenses of the **CDCA Project** are collectively referred to herein as the "**Incremental Cost**";

WHEREAS, the estimated cost for the design and construction of the **Upper Crum Creek Project** by the **Authority**, excluding the cost of laterals and grinder pumps to residential properties and the internal network of future developments and institutional users, as estimated by Kelly & Close Engineers, is Fifteen Million Six Hundred Sixty Thousand Seven Hundred Eighty-one Dollars and Seventy-three Cents (\$15,660,781.73);

WHEREAS, the total of the foregoing estimates for the **CDCA Project** and **Upper Crum Creek Project**, including the **Incremental Cost** (but excluding the cost of laterals and grinder pumps to residential properties, the internal network of future developments and institutional users), as estimated by Kelly & Close Engineers, is Twenty-two Million Eight Thousand One Hundred Eighty Five Dollars and Eleven Cents (\$22,008,185.11) (the "**Total Sewer Project Cost**");

WHEREAS, of the eight hundred fourteen thousand nine hundred seventy-five (814,975) gallons per day of sanitary sewage capacity in the **Upper Crum Creek Project** requested for future users and/or developments within the **Township**, **Developer** seeks to reserve 115,000 gallons per day of wastewater treatment capacity to be conveyed through the **CDCA System** to service its **Development** ("**Developer's Capacity**");

WHEREAS, based on current quantities, which are subject to adjustment as set forth hereinafter, it is estimated **Developer's Capacity** will use fourteen and one hundred eleven one-

thousandths percent (14.111%) of the estimated CDCA capacity allocated for future capacity (115,000 gpd divided by 814,975 gpd) ("**Developer's Percentage**");

WHEREAS, it is specifically recognized and understood the **Developer's Percentage** as set forth in the above paragraph is an estimate based upon quantities known to **Developer**, **Township** and **Authority** as of the date this **Agreement** was drafted. As the total quantities are refined and should those refined quantities result in the need to adjust **Developer's Percentage** as a percentage of the total CDCA capacity allocated for future users (whether adjusted upward or downward), the **Developer's Percentage** shall be adjusted and revised using the same formula calculation as set forth herein, to wit, **Developer's Capacity** divided by the refined quantities of CDCA capacity allocated for future users. However, notwithstanding anything to the contrary contained herein, any such adjustment shall be up to, but shall not exceed, one percent (1%) over **Developer's Percentage** as of the date of this Agreement, i.e., 14.111%;

WHEREAS, **Developer's** wastewater will be collected and conveyed in the **Upper Crum Creek Project**, conveyed to the **CDCA System** and thereafter conveyed to, treated and disposed of at the wastewater treatment plant owned and operated by **DELCORA**;

WHEREAS, the **Upper Crum Creek Project**, as planned as of the date of this **Agreement**, excluding the laterals and grinder pumps for existing residential users to be provided for by option set forth below and excluding the internal network of the **Developers** and **Institutional Users**, shall consist of trunks and mains through the area(s) to be sewer stubbed off in the street at a location(s) designed to accommodate a lateral in the instance of existing residential users and stubbed off inside the property line of the respective **Developer** and **Institutional users** in the instance of **Developers** and **Institutional users** (e.g. Melmark, Episcopal Academy). The **Upper Crum Creek Project** shall also include all pumps and pump stations

and necessary appurtenances thereto as shown on the **Revised 537 Plan**. **Developer** shall be required to grant such easements and rights of way, including construction easements and rights of way, as in the reasonable judgment of the **Authority** based on sound planning and engineering practices are necessary and appropriate for the **Upper Crum Creek Project** without any further cost to the **Authority**;

WHEREAS, **Developer** has submitted to **Township** and **Authority** a planning module for its **Development** which provides public sewer service to its **Development**, and which, when approved by the **DEP**, will amend the **Township's 537 Plan**;

WHEREAS, it is the **Authority's** and **Township's** judgment that the planning module submitted on behalf of **Developer** is in the best interest and consistent with the overall sewer planning for the **Township**, and therefore the **Township** and **Authority** simultaneously with entering into this **Agreement** shall have approved **Developer's** planning module to provide sewage conveyance capacity to **Developer's Development** in addition to other properties and/or developments in the **Township** if so approved in the future, the pump station and force main having been designed to provide excess capacity over that which is required by **Developer's Development** in order to be able to convey sewage generated by other users of sewer capacity in the **Township** if so approved.

NOW, therefore, in consideration of the mutual covenants and agreements contained in this Sewer Agreement, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The background recited above is incorporated by reference as if fully set forth at length herein.
2. **Developer** agrees it shall be responsible for the **Developer's Percentage** of the costs/expenses **Township** incurs to acquire **CDCA** capacity pursuant to the **Agreement**,

including the **Incremental Cost**, provided, however, that notwithstanding anything contained herein to the contrary, in the event **CDCA** does not approve the acquisition by **Township** of the 103,000 gpd of additional **CDCA** capacity initially allocated to Upper Providence Township pursuant to the Agreement, then **Developer** shall not be responsible for any portion of the **Incremental Cost**, and any payments made by **Developer** on account of the **Incremental Cost** shall be promptly refunded to **Developer** upon **CDCA's** determination not to approve the acquisition by **Township** of the 103,000 gpd of additional **CDCA** capacity. It is estimated as of the date of execution of this **Sewer Agreement** that **Developer's Percentage** of the capacity within the **CDCA** capacity allocated for future capacity will be fourteen and one hundred eleven one thousandths percent (14.111%) of the **CDCA** capacity allocated for future capacity (115,000 gpd divided by 814,975 gpd). It is specifically recognized and understood that the **Developer's Percentage** as set forth hereinabove is an estimate based upon quantities known to the **Township** and **Authority** as of the date this **Sewer Agreement** was drafted. As the total quantities are refined and should the refined quantities result in the need to adjust the **Developer's Percentage** as a percentage of the total **CDCA** capacity allocated for future users (whether increased or decreased), the **Developer's Percentage** shall be adjusted and revised using the same formula calculation as set forth hereinabove (**Developer's Capacity** divided by the refined quantities of the **CDCA** capacity allocated for future users). However, notwithstanding anything to the contrary contained herein, any such adjustment shall be up to, but shall not exceed, one percent (1%) over **Developer's Percentage** as of the date of this **Sewer Agreement**, i.e. 14.111%.

3. **Developer** has paid **Township** the amount of One Hundred Four Thousand Nine Hundred Seventy-one Dollars and Forty-seven Cents (\$104,971.47) as an initial contribution of

the two (2) payments **Township** was obligated to pay to **CDCA** – \$606,565.00 and \$157,976.00 – for a total of \$764,541.00, which amount has been paid to **CDCA**. The balance owed, based on **Developer's Percentage**, is Two Thousand Nine Hundred Twelve Dollars and Ninety-one Cents (\$2,912.91). The balance owed as an initial contribution of the two (2) payments **Township** was obligated to pay to **CDCA** shall be paid to **Township** within ten (10) days of the date of this **Agreement**. In the event the **Developer's Percentage** is adjusted based upon refined quantities, then the aforesaid balance shall be adjusted accordingly, whether increased or decreased.

4. **Developer** agrees to pay to **Township** at the time of execution of this **Agreement** the amount of Twenty-four Thousand Six Hundred Ninety-four Dollars and Twenty-five Cents (\$24,694.25) as **Developer's Percentage** of the One Hundred Seventy-five Thousand Dollars (\$175,000.00) paid by **Township** to Upper Providence Township as reimbursement of its cost for its equity share of the **CDCA System** and reserve fund contribution attributable to the 103,000 gpd acquired from Upper Providence Township (subject to refund pursuant to Section 2 above).

5. **Developer** agrees to pay to **Township** the amount of Fifty Thousand Eight Hundred Forty Dollars and Three Cents (\$50,840.03) as **Developer's Percentage** and **Developer's Adjusted Percentage** (as hereinafter defined) of the **Incremental Cost** (being comprised of **Developer's Percentage** equal to \$42,658.79 for the **CDCA Expansion Project** and **Developer's Adjusted Percentage** equal to \$8,181.24 for the **CDCA Repair Project**), excluding Upper Providence Township's cost of its equity share of ownership of the **CDCA System** and reserve fund contribution, as described hereinabove at the time **Township** is obligated to pay said amount(s) to Upper Providence Township.

6. **Developer** agrees to pay to Township **Developer's Percentage** of the amount of any soft costs charged to Township by CDCA related to the CDCA Project as set forth on Exhibit "B" attached hereto, including for the 103,000 gpd acquired from Upper Providence Township. However, any future soft costs (engineering, legal and/or administrative charges) unrelated to the CDCA Project shall not be charged to Developer but shall be included as a component in the calculation of user fees.

7. **Developer** agrees to pay **Developer's Percentage** of the debt service payments owed by Township on the CDCA Bonds as a new user, for the CDCA Expansion Project at such time as Township is required to make its debt service payments, including **Developer's Percentage** of the administrator's costs, if any.

8. **Developer** agrees to pay **Developer's Adjusted Percentage** of the debt service payments owed by the Township on the CDCA Bonds for the CDCA Repair Project along with all other new users and current users of the CDCA System. **Developer's Percentage** shall be adjusted downward to ten and seven hundred ninety-eight one thousandths percent (10.798%) ("**Developer's Adjusted Percentage**") with respect to all costs and expenses related to the CDCA Repair Project because the costs and expenses of the CDCA Repair Project are being shared by all new users and current users of the CDCA System.

9. **Developer** agrees to pay **Developer's Percentage** of the Upper Crum Creek Project. If the Upper Crum Creek Project is financed then **Developer** agrees to pay **Developer's Percentage** of the debt service on the Upper Crum Creek Bonds, or other long term financing, at such time as Authority is required to make its debt service payment(s), including **Developer's Percentage** of the administrator's costs, if any.

10. Except to the extent **Developer** has posted financial security for the construction of a portion of the **Upper Crum Creek Project** pursuant to the **Addendum** (as hereinafter defined), **Developer** shall, pursuant to State law, post security by a tri-party agreement, letter of credit, bond or other such similar method reasonably satisfactory to the **Authority** and **Developer** in an amount to assure the funds are available to pay **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of the debt service on the **CDCA Bonds** as set forth hereinabove, and **Developer's Percentage** of the debt service on the **Upper Crum Creek Bonds** or other long term financing used by the **Authority** to pay for the **Upper Crum Creek Project**.

11. Except as otherwise set forth below in subsections (c) and (d), the entire unpaid balance of **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of the **CDCA Project**, as set forth hereinabove, or **Developer's Percentage** of the debt service on the **Upper Crum Creek Project**, with a credit to be given to **Developer** for any principal amount previously paid, shall be paid within thirty (30) days of receipt of any one or more of the following events:

(a) Receipt of notice from the **Authority** that the **Authority** has become insecure in regard to the security posted by **Developer** unless and until **Developer** posts additional or substitute security which is reasonably acceptable to **Authority**;

(b) The sale or transfer of the entire **Development**, unless the purchaser and/or transferee assumes the obligations of **Developer** as set forth in this **Agreement** and the **Addendum**, and provided that in no event shall such sale or transfer operate to release or, in any way, relieve **Developer** from or of primary liability for its obligation(s) hereunder;

(c) The sale of all units in any phase of the **Development**, as shown on **Developer's** approved subdivision and land development plan, then to pay an amount equal to **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of the balance of the principal amount of the **CDCA Bonds** and **Developer's Percentage** of the balance of the principal amount of the **Upper Crum Creek Bonds** or other long term financing used by the **Authority** to pay for the **Upper Crum Creek Project** in an amount the sewer capacity required for the completed and sold phase bears to the **Developer's Capacity**, unless a management organization, homeowner association, condominium association or like entity or association reasonably acceptable to **Authority** assumes the obligations of **Developer** reasonably apportioned to the subject phase, and provided that in no event shall such transfer or sale operate to release or in any way relieve **Developer** from or of primary liability for its obligation(s) hereunder;

(d) The sale or transfer of legal title to another developer and/or builder of more than twenty-five percent (25%) of any of the units in any phase of the **Development**, then to pay an amount equal to **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of the balance of the principal amount of the **CDCA Bonds** and **Developer's Percentage** of the balance of the **Upper Crum Creek Bonds** or other long term financing used the **Authority** to pay for the **Upper Crum Creek Project** in an amount the sewer capacity required for the units sold or transferred bears to the **Developer's Capacity**, unless the successor in title or transferee is credit worthy in the **Authority's** reasonable judgment and said successor in title or transferee assumes **Developer's** obligations hereunder in a writing reasonably acceptable to the **Authority** and provided that no such transfer shall operate to release or in any way relieve **Developer** from or of primary liability for its obligation(s) hereunder;

(e) A determination by a Court of competent jurisdiction or other agency or regulatory body having regulatory power or jurisdiction in the matter that the financing contemplated herein, the posting of security as provided herein or that any other part or provision hereof, without the existence of which the purpose of this agreement would be frustrated, is unlawful, illegal, void and/or unenforceable; or

(f) A refinancing or restructuring of the debt(s) contemplated herein to and in which **Developer** refuses to join and bear responsibility for in the same percentage as it bears herein.

Developer shall have the right, at any time, to prepay the **Developer's Percentage** and the **Developer's Adjusted Percentage**, as the case may be, of the balance of the principal amount of the **CDCA Bonds** and the **Developer's Percentage** of the balance of the principal amount of the

) **Upper Crum Creek Bonds** or other long term financing used by the **Authority** to pay for the **Upper Crum Creek Project** then currently owed by **Developer** pursuant to this **Agreement**, including any costs or fees reasonably and necessarily incurred by such prepayment.

12. In order to insure timely payment of the debt service on the **CDCA Bonds** and **Upper Crum Creek Bonds** and/or any other long term financing arrangements to fund the **Upper Crum Creek Project**, **Developer** shall deposit with **Township/Authority**; to be held in escrow, an amount equal to **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of two (2) installments of debt service on the **CDCA Bonds** and **Upper Crum Creek Bonds**, or other long term financing arrangements to fund the **Upper Crum Creek Project**, which debt service schedule the **Authority** shall promptly provide to **Developer**. Payment of the aforesaid two (2) installments of debt service shall be made by **Developer** to the **Township** or **Authority** no later than sixty (60) days before the first payment of debt service is

required to be made by the **Township or Authority** as provided in the debt service schedule provided to **Developer** for each bond issue. Upon the date each payment is due on the debt service of the **CDCA Bonds and Upper Crum Creek Bonds**, or any other long term financing arrangements to fund the **Upper Crum Creek Project**, the **Township or Authority** shall withdraw an amount equal to **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, to pay the installment then currently due and **Developer** shall within five (5) business days replenish the escrow with an amount equal to the next debt service amount as required by Paragraphs 7 and 8. The terms and conditions of the escrow as well as the designation of the escrow agent shall be as approved by the **Authority** in its reasonable judgment.

13. Subject to Section 21 hereof, **Developer** shall proceed to implement its planning module, which has been designed to provide excess capacity over that which is required by **Developer's Development** in order to be able to convey sewage generated by other users of sewer capacity in the **Township** if so approved by the **Township** in a manner consistent with the **Revised 537 Plan**, and the following shall occur as a condition of such implementation:

(a) **Developer, Township and Authority** agree to execute and be bound by the terms and conditions of the **Addendum to Sewer Agreement** (the "**Addendum**"), attached hereto as **Exhibit "E"**;

(b) **Developer** agrees to continue to be bound by the terms and conditions of this **Sewer Agreement** including, but not limited to, its obligation to pay **Developer's Percentage** or **Developer's Adjusted Percentage**, as the case may be, of the **CDCA Project** and to pay, **Developer's Percentage** of the **Upper Crum Creek Project** except as such obligation may be modified by the **Addendum** or to the extent the **Addendum** conflicts with

terms and/or conditions of this **Sewer Agreement**, including that a credit be applied in favor of **Developer** for its obligation for the **CDCA Project** and the **Upper Crum Creek Project** in an amount equal to the fair, reasonable and necessary costs of design, permitting, construction, management, bonding and inspection of the force main, pump station and any and all appurtenances related thereto, including restoration of any and all disturbed grounds to substantially their previous condition and acquiring any easements or right-of-ways and any and all other such related, necessary costs incurred in the implementation of its planning module (or reimbursement of such costs to the extent those costs exceed **Developer's** obligation for the **CDCA Project** and the **Upper Crum Creek Project**).

14. It is agreed that all other developers and/or institutional users in Newtown Township who connect their properties to the **Upper Crum Creek Project** that conveys wastewater to the **CDCA System**, other than those, if any, governed by the terms of the Seven Party Agreement effective August 12, 2002, will be subject to the same type of fees and charges as those imposed upon **Developer** by this **Agreement**. All new users of the system, including existing residential users shall bear the same cost per gallon. In addition however, residential users existing as of the date of this **Agreement**, shall be given the option of having their laterals and grinder pumps financed through the **Authority**, ultimate responsibility for said financing to be that of the said residents.

15. As a result of the payments made by **Developer** or to be made by **Developer** under the terms of this **Sewer Agreement** for the gallons per day required by **Developer** for **Developer's Development**, including any and all costs incurred by **Developer** in the implementation of its planning module as set forth in the **Addendum**, **Developer** shall be exempt from the payment of the tapping fees and any other capital reimbursement charges

related to the sewer system, except usage charges for conveyancing, administrative and operating expenses related thereto. All of the costs for which Developer is responsible under this **Sewer Agreement** are set forth on **Exhibit "F"** attached hereto and incorporated herein (the "**Ashford Sewer Costs**"). Notwithstanding anything contained herein to the contrary, in no event (except as the result of an adjustment of **Developer's Percentage** as permitted by and in accordance with this **Sewer Agreement**) shall the costs for which **Developer** is responsible hereunder exceed those costs set forth in the column labeled "**Ashford Costs**" on **Exhibit "F"**. The **Township and Authority** acknowledge and agree that (a) the estimated costs for the **CDCA Project** and the **Upper Crum Creek Project** include contingency amounts that the **Township and Authority** agree are adequate, and (b) **Developer** requires certainty as to its potential aggregate costs for the **CDCA Project** and the **Upper Crum Creek Project** and that the agreement of the **Township and Authority** to limit **Developer's** costs to those costs set forth in the column labeled "**Ashford Costs**" on **Exhibit "F"** is a material inducement to **Developer** to enter into this **Sewer Agreement**.

16. If for any reason the completion of the necessary portion of the **Upper Crum Creek Project** does not occur prior to completion of any of the residential units in the **Development**, then **Township and Authority** agree that pending completion of the **Upper Crum Creek Project**, **Township and Authority** will permit temporary waste disposal for any such completed units by "pump and haul" or by "holding tanks" or other approved method, subject to **DEP** approval, until said portion of the **Upper Crum Creek Project** is completed. **Township and Authority** shall cooperate in the obtaining of pump and haul permits or a permit for holding tanks from **DEP** and other applicable governmental agencies. If required by **DEP**, pump and haul permits or holding tank permits will be obtained in the name of **Township** or

Authority, and **Township** or **Authority**, as applicable, will cooperate in obtaining such permits. **Township** agrees that it will not withhold or delay issuing building permits and certificates of occupancy provided that approved alternative sewage disposal is available. In addition, **Developer** shall be permitted to pump and haul sewage effluent from any "model home" at the **Development** prior to completion of the **Upper Crum Creek Project** and until such time that the model home can be connected to the **Upper Crum Creek Project**. During the continuation of pump and haul or holding tank disposal, the homeowners' association or manager in the **Development** shall be permitted to charge those homeowners or other users benefitting from such disposal a monthly or quarterly fee that shall be based on the estimated fee that the homeowner or other user would be charged if the **Upper Crum Creek Project** was completed and the homeowner or other user was being charged for that use or through an alternative billing arrangement with the **Authority**. **Developer** shall be responsible for any shortfall between the cost of such pump and haul or holding tank disposal and what is permitted to be billed to homeowners for the units that **Developer** has constructed.

17. **Developer** shall have the right to assign portions of the gallons per day to other properties acquired by **Developer** within the **Upper Crum Creek Project** area of Newtown Township, provided **Developer** has a majority beneficial ownership interest in said other properties and the use thereof consistent with uses approved by **Township** for such property and provided further that such assignment and intended use is approved as required by **DEP**.

18. In the event that **Developer** determines that any portion of the gallons per day reserved to it under this **Agreement** is not needed and/or not required by **Developer**, **Developer** may sell the said gallons per day to the **Authority** or **Township**, at the actual cost expended by **Developer**, plus interest at the prime rate as quoted from time to time by Bank of America, and

in a manner consistent with the Pennsylvania Municipality Authorities Act. If the **Authority** and/or **Township** does not purchase the gallons per day, **Developer** may sell same to another user for use in the **Upper Crum Creek Project** area of Newtown Township in a manner consistent with the Pennsylvania Municipality Authorities Act and subject to receipt of any required approval from **DEP**.

19. If **CDCA** offers additional gallongage to the **Authority** and/or **Township** for the **CDCA** service area with the **Township**, prior to **Authority** and/or **Township** accepting the additional gallongage, **Authority** and/or **Township** will offer to purchase any excess capacity of **Developer** at the same price as **CDCA's** offer or the amount paid by **Developer** for same, whichever is lower.

20. If the **Authority** or **Township** or **CDCA** receives Federal or State grants for any of the sewer projects set forth in this **Agreement**, those funds are to be subtracted from the total costs of the project so that the **Developer's Percentage** is applied to the cost of the project after subtracting any such Federal or State grants and **Developer** shall be given a credit or reimbursement as applicable for any overpayment previously made.

21. Notwithstanding anything contained herein to the contrary, **Authority** and **Township** acknowledge and agree that **Developer's** obligations under this **Sewer Agreement** and the **Addendum** are contingent upon **Developer's** receipt of final and unappealable final land development approval for the **Development** from **Township**, and final and unappealable approval of **Developer's** planning module and issuance of final and unappealable Part 2 permits from **DEP**.

22. It is understood and agreed that this **Sewer Agreement** encompasses the entire understanding of the Parties hereto with respect to the subject matter hereof and that no change,

modification, alteration and/or amendment hereto shall be effective unless such change, modification, alteration and/or amendment is reduced to a writing signed by the parties sought to be charged therewith.

23. This Sewer Agreement, its benefits and obligations, shall inure to and shall be binding upon the parties hereto and their successors and assigns.

24. All notices hereunder, to be effective, shall be in writing and shall be sent by United States Certified Mail by next day delivery express mail or hand delivered to the respective parties at the addresses indicated below or to such other address or addresses as each party shall provide by notices aforesaid.

Newtown Township
ATTN: Township Manager
209 Bishop Hollow Road
Newtown Square, PA 19073

Newtown Township, Delaware County, Municipal Authority
ATTN: Chairman
209 Bishop Hollow Road
Newtown Square, PA 19073

Ashford Land Company, L.P.
ATTN: Mr. William P. Rouse
750 E. Haverford Road
Bryn Mawr, PA 19010

Notice by a party may be given on its behalf by its counsel and may be given to a party by addressing the notice to its counsel and such notices shall be deemed to have been given by the party or to the party, as the case may be. Notice shall be deemed given when delivered in the case of personal delivery, two (2) days of the date of deposit in the mail sent by Certified Mail, or one (1) day following the day of deposit for the next day Delivery Express Carrier. Moreover, written notice of any such tie in and/or connection by owners of any other premises shall be

provided by **Developer** to the **Authority's** engineer prior to the start of any work in the installation and/or construction of any lateral lines.

25. If any term, provision and/or paragraph of this Sewer Agreement is determined to be invalid or unenforceable for any reason by a final court of competent jurisdiction, such determination shall not affect the balance of the provisions of this Sewer Agreement.

26. The parties hereto acknowledge and agree that the bonds referred to herein issued or to be issued by the **Authority** or the **Township** to finance the planning and construction of the **Upper Crum Creek Project** and by **CDCA** to finance the planning and construction of the **CDCA Project** are for projects which perform essential government functions and are intended to be governmental bonds the interest on which is excluded from the gross income of the holders thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, and are not to be considered private activity bonds for any purpose. The parties therefore acknowledge and agree that at no time shall the facilities financed with the proceeds of such bonds be considered owned by any nongovernmental person and that all such facilities shall at all times be owned by or on behalf of the **Township**, or the **Authority**, or another municipality and shall be available for use by members of the general public, except for ownership by **Developer** prior to dedication to the **Authority**.

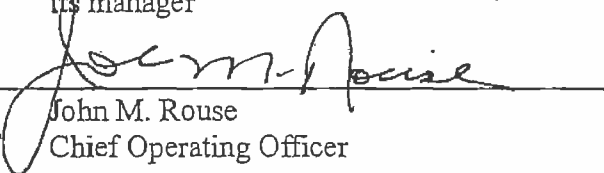
27. This **Sewer Agreement** shall be interpreted and shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties have caused this Sewer Agreement to be duly
executed on the date first indicated hereinabove.

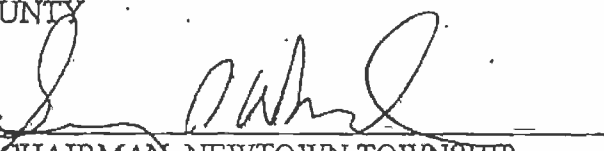
ASHFORD LAND COMPANY, L.P.,
a Delaware limited partnership

By: LISETER, LLC, a Delaware limited liability
company, its sole general partner

By: LISETER MANAGEMENT COMPANY,
LLC, a Delaware limited liability company,
its manager

By: 
John M. Rouse
Chief Operating Officer

NEWTOWN TOWNSHIP, DELAWARE
COUNTY

BY: 
CHAIRMAN, NEWTOWN TOWNSHIP
BOARD OF SUPERVISORS

NEWTOWN TOWNSHIP, DELAWARE
COUNTY, MUNICIPAL AUTHORITY

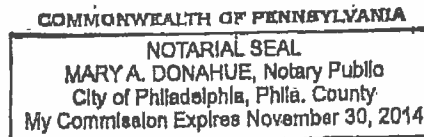
BY: 
CHAIRMAN

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS.

On this, the 4th day of April, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared John M. Rouse, who acknowledged himself to be the Chief Operating Officer of Liseter Management Company, the manager of Liseter, LLC, the sole general partner of **ASHFORD LAND COMPANY, L.P.**, a Delaware limited partnership and that he, as such officer, being authorized to do so, executed the foregoing Agreement for and on behalf of said limited liability company by signing his name by himself as such officer for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Mary A. Donahue
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.

On this, the ____ day of _____, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the Chairman, Newtown Township Board of Supervisors of **NEWTOWN TOWNSHIP, DELAWARE COUNTY**, and that he, as such official, being authorized to do so, executed the foregoing Agreement for and on behalf of said Township by signing his/her name by himself/herself as such official for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

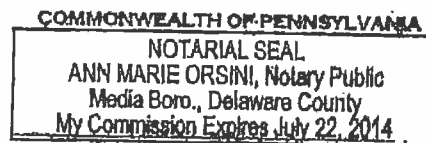
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE : SS.

On this, the 4th day of April, A.D. 2011, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert J. Jackson who acknowledged himself/herself to be the Chairman of **NEWTOWN TOWNSHIP, DELAWARE COUNTY, MUNICIPAL AUTHORITY**, and that he, as such official, being authorized to do so, executed the foregoing Agreement for and on behalf of said Authority by signing his/her name by himself/herself as such official for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Ann Marie Orsini
Notary Public



Draft: April 16, 2007
Revised May 11, 2007
Revised August 24, 2007
Revised September 7, 2007
Revised September 11, 2007
Revised October 2, 2007
Revised October 16, 2007
Revised November 7, 2007
Revised November 16, 2007
Revised November 29, 2007
Revised December 7, 2007
Revised December 17, 2007
Final revision December 21, 2007

SUPPLEMENTAL AGREEMENT

Dated as of Dec, 21, 2007

Between

CENTRAL DELAWARE COUNTY AUTHORITY

and

Borough of Morton
Borough of Prospect Park
Borough of Ridley Park
Borough of Rutledge
Borough of Swarthmore
Township of Edgmont
Township of Marple
Township of Nether Providence
Township of Newtown
Township of Ridley
Township of Springfield
Township of Upper Providence

This SUPPLEMENTAL AGREEMENT, dated DEC 21, 2007, by and between the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Edgmont, Marple, Nether Providence, Newtown, Ridley, Springfield and Upper Providence, political subdivisions of the County of Delaware, Commonwealth of Pennsylvania (hereinafter collectively the "Municipalities"),

AND

Central Delaware County Authority, a joint municipal authority organized and existing under the provisions of the Municipality Authorities Act of 1935 (Act of June 28, 1935, P.L. 463, as amended) and operating under the provisions of the Municipality Authorities Act of 1945 (Act of May 2, 1945, P.L. 382, as amended) (hereinafter the "Authority").

WHEREAS, the Authority was organized by the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Nether Providence, Ridley and Springfield, and the Township of Marple subsequently joined the Authority (said municipalities collectively called the "Existing Member Municipalities"); and

WHEREAS, the Authority now operates and maintains a certain sewerage system, consisting of trunk line sewers, a sewage pumping station and appurtenant equipment (hereinafter "Sewerage System"), serving the Existing Member Municipalities, subject to the terms and conditions of Agreements dated September 20, 1938, December 1, 1938, October 1952 and August 17, 1960, as amended and supplemented by each Existing Member Municipality in 2006; and

WHEREAS, the Authority and the Delaware County Regional Water Quality Control Authority (hereinafter "DELCORA") entered into a Service Agreement dated

December 1, 1973, and amendments thereto on April 21, 1981 and March 9, 1999 (hereinafter "DELCORA Service Agreement) which provides for conveyance of sewage from the Authority's Sewerage System through trunk lines of DELCORA to the Southwest Water Pollution Control Plant of the City of Philadelphia and/or DELCORA's Western Regional Treatment Plant in the City of Chester;

WHEREAS, each of the Existing Member Municipalities entered into separate Agreements with the Authority and DELCORA on May 1, 1973, and amendments thereto on March 9, 1999, wherein each, among other things, agreed to execution of the DELCORA Service Agreement by the Authority and agreed to pay its proportionate share of amounts payable by the Authority to DELCORA, thereunder;

WHEREAS, Upper Providence Township, Newtown Township and Edgmont Township (hereinafter "New Member Municipalities") have each, through Resolutions duly passed by their governing bodies, signified their desire to become members of the Authority; and

WHEREAS, the New Member Municipalities propose to connect one or more of their respective municipal sewer lines to the Authority's Crum Creek trunk line interceptor ("Crum Creek Interceptor").

NOW THEREFORE, for and in consideration of the premises, as well as the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

ARTICLE I

ADMISSION OF NEW MEMBER MUNICIPALITIES

1.1 The New Member Municipalities shall be joined as full and equal members of the Authority, the joinder of each New Member Municipality will be effective upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder.

1.2 The Authority and Municipalities agree to execute all documents and to take all actions necessary to effectuate the joinder of the New Member Municipalities as full and equal members of the Authority.

1.3 Each New Member Municipality shall appoint a member to the Board of the Authority whose term of office shall be as follows:

- (a) Township of Newtown: 3 year term effective from the First of January of the year in which such joinder shall become effective;
- (b) Township of Upper Providence: 2 year term effective from the First of January of the year in which such joinder shall become effective;
- (c) Township of Edgmont: 1 year term effective from the First of January of the year in which such joinder shall become effective.

Thereafter, each New Member Municipality shall appoint a successor member to the Board of the Authority for successive five (5) year terms.

1.4 In accordance with the attached Exhibit "A" entitled "Crum Creek Watershed Sewage Flow Study" which shows the New Member Municipalities defined sewer service areas, the Authority agrees to accept within its Crum Creek Interceptor from the New Member Municipalities the following daily sanitary sewage flows:

- a. Newtown Township - 961,975 gallons per day, average daily flow;

- b. Edgmont Township – 350, 000 gallons per day, average daily flow;
- c. Upper Providence Township – 479,070 gallons per day, average daily flow.

1.4.2 Provided, however, that the Authority's obligation to accept any sewage flow from any sewer line of a New Member Municipality shall not arise until (1) the New Member Municipality has constructed an inter-connection or inter-connections between said New Member Municipality sewer line and the Authority's Crum Creek Interceptor satisfactory to the Authority's consulting engineer; (2) the New Member Municipality receives approval from the Pennsylvania Department of Environmental Protection through the Act 537 Sewage Facilities Process; (3) the New Member Municipality establishes, to the satisfaction of the Authority's consulting engineer, that the sewage flows will not include an unacceptable volume of inflow and infiltration (including flows during periods of wet weather) into the New Member Municipality's collection and conveyance sewer lines tributary to the inter-connection(s); and (4) the New Member Municipality's interconnection(s) to the Authority's Sewerage system must maintain meters that are coordinated, compatible and approved through the DELCORA metering program.

1.5 Each New Member Municipality shall bear the full responsibility for all costs and expenses associated with all inter-connections of the New Member Municipality's sewer lines with the Crum Creek Interceptor, including all costs of inspection by the Authority's consulting engineer, and any and all improvements

relating in any manner to the conveyance or discharge of any sanitary sewage flows within the New Member Municipality's borders into the Crum Creek Interceptor.

ARTICLE II

PAYMENTS BY NEW MEMBER MUNICIPALITIES

BUY-IN COSTS

2.1 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Edgmont in the Authority, the Township of Edgmont shall pay to the Authority the sum of \$362,726.00 as representative of the Township of Edgmont's equity purchase of the Authority's existing system and facilities. The portion of the Township of Edgmont's equity purchase of the Authority's existing system and facilities shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton - \$10,932.00
- (b) Borough of Prospect Park - \$22,393.00
- (c) Borough of Ridley Park - \$26,948.00
- (d) Borough of Rutledge - \$2,545.00
- (e) Borough of Swarthmore - \$22,734.00
- (f) Township of Marple - \$63,432.00
- (g) Township of Nether Providence - \$42,788.00
- (h) Township of Ridley - \$110,317.00

- (i) Township of Springfield – \$60,637.00

2.2 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Newtown in the Authority, the Township of Newtown shall pay to the Authority the sum of \$606,565.00 (\$997,565.00 minus credit for \$391,000.00 previously paid by the Township of Newtown to the Authority) as representative of the Township of Newtown's equity purchase of the Authority's existing system and facilities. The portion of the Township of Newtown's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$18,281.00
- (b) Borough of Prospect Park – \$37,447.00
- (c) Borough of Ridley Park – \$45,063.00
- (d) Borough of Rutledge – \$4,256.00
- (e) Borough of Swarthmore – \$38,017.00
- (f) Township of Marple – \$106,074.00
- (g) Township of Nether Providence – \$71,551.00
- (h) Township of Ridley – \$184,477.00
- (i) Township of Springfield – \$101,399.00

2.3 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of

Upper Providence in the Authority, the Township of Upper Providence shall pay to the Authority the sum of \$569,056.00 (\$579,056.00 minus credit for \$10,000.00 previously paid by the Township of Upper Providence to the Authority) as representative of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities. The portion of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$17,151.00
- (b) Borough of Prospect Park – \$35,131.00
- (c) Borough of Ridley Park – \$42,276.00
- (d) Borough of Rutledge – \$3,993.00
- (e) Borough of Swarthmore – \$35,666.00
- (f) Township of Marple – \$99,514.00
- (g) Township of Nether Providence – \$67,127.00
- (h) Township of Ridley – \$173,069.00
- (i) Township of Springfield – \$95,129.00

CASH RESERVE COSTS

2.4 On or before JUNE 30, 2008, the Township of Edgmont shall pay to the Authority the sum of \$57,442.00 as representative of the Township of Edgmont's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Edgmont's cash reserve contribution to the Authority's existing cash

reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$2,432.00
- (b) Borough of Prospect Park – \$4,982.00
- (c) Borough of Ridley Park – \$5,995.00
- (d) Borough of Rutledge – \$566.00
- (e) Borough of Swarthmore – \$4,203.00
- (f) Township of Marple – \$6,867.00
- (g) Township of Nether Providence – \$4,632.00
- (h) Township of Ridley – \$19,239.00
- (i) Township of Springfield – \$8,526.00

2.5. On or before JUNE 30, 2008, the Township of Newtown shall pay to the Authority the sum of \$157,976.00 as representative of the Township of Newtown's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Newtown's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$6,688.00
- (b) Borough of Prospect Park – \$13,700.00

- (c) Borough of Ridley Park – \$16,487.00
- (d) Borough of Rutledge – \$1,557.00
- (e) Borough of Swarthmore – \$11,560.00
- (f) Township of Marple – \$18,886.00
- (g) Township of Nether Providence – \$12,739.00
- (h) Township of Ridley – \$52,911.00
- (i) Township of Springfield – \$23,448.00

2.6 On or before JUNE 30, 2008, the Township of Upper Providence shall pay to the Authority the sum of \$91,700.00 as representative of the Township of Upper Providence's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Upper Providence's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton – \$3,882.00
- (b) Borough of Prospect Park – \$7,952.00
- (c) Borough of Ridley Park – \$9,570.00
- (d) Borough of Rutledge – \$904.00
- (e) Borough of Swarthmore – \$6,710.00
- (f) Township of Marple – \$10,963.00
- (g) Township of Nether Providence – \$7,395.00

(h) Township of Ridley – \$30,713.00

(i) Township of Springfield – \$13,611.00

2.7 Each of the New Member Municipalities represents and warrants that it has on hand, set aside and earmarked for the purpose, funds equal or in excess of the amount required for the payments outlined in Sections 2.1 through 2.6 and that said funds are legally available for said purpose. The above outlined distribution of the New Member Municipalities "buy-in" costs and "cash reserve contribution" is derived in accordance with the attached and incorporated spreadsheet entitled "Distribution of Contribution to Existing Members" which is identified as "Exhibit B."

PROFESSIONAL FEES, COSTS AND EXPENSES

2.8 In addition to the payments referenced in Sections 2.1 through 2.6, upon execution of this agreement, the New Member Municipalities shall pay to the Authority: (1) the previously agreed upon \$25,000.00 cost for professional fees incurred by the Authority prior to April 6, 2006 and (2) all costs and expenses, including attorneys and engineering fees and charges, incurred from the date of April 6, 2006 forward, by the Authority relating in any manner to the request of any New Member Municipality to join the Authority or the implementation of the joinder.

2.9 Except as provided herein, the right of the Authority to demand and receive from the New Member Municipalities the amounts payable under Sections 2.1 through 2.6 shall be unaffected by any delay for any reason in the construction or the approval by any governmental body or agency of any interconnection(s) or

improvements planned or being made by the New Member Municipalities, unless the delay is solely caused by or solely attributable to the Authority or any Existing Member Municipality.

ARTICLE III

OPERATION AND MAINTENANCE

3.1 The Authority agrees that it will, for and during the term of this Supplemental Agreement, operate and maintain the Sewerage system, and that it will keep the same in good order and repair, save where prevented from doing so by Act of God, war, riot, rebellion sabotage, act of the public enemy, or public calamity, in which event the Authority may suspend operation until the cause of such suspension shall no longer exist and for such reasonable time thereafter as may be required to effect a resumption of operations.

3.2 Each Municipality agrees to pay to the Authority, but only from current revenues or sewer rentals or both which are legally available for the purpose, the Municipality's proportionate share of (1) all amounts expended for the operation, insuring, maintenance and repair of the Authority's Sewerage system; (2) all amounts expended for administration of the Authority; and (3) all amounts payable by the Authority under the DELCORA Service Agreement. Said proportionate share shall be determined in accordance with Sections 3.2.1 and 3.2.2, below.

3.2.1 PAYMENTS BY NEW MEMBER MUNICIPALITIES FOR
OPERATION AND MAINTENANCE: For the purpose of computing the amount which each New Member Municipality shall owe for the ensuing calendar year under

Section 3.2, each New Member Municipality shall be responsible to pay to the Authority, as a service charge, each year an amount which bears the same proportion to Operating Costs of the Authority during the given year as the metered Sewage flowing from the particular Municipality to the Authority's facilities bears to the total amount of Sewage flowing from of all of the Municipalities to the Authority's facilities during such year. All service areas in each New Member Municipality must be metered by meters that are coordinated, compatible and approved through the DELCORA metering program.

After the receipt of such metered flow reports, the Authority shall compute the amounts to be paid by each New Member Municipality and shall so notify each Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each New Member Municipality as thus determined shall be paid to the Authority by the New Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

3.2.1 (A) The obligation of the New Member Municipalities to pay for the operating expenses outlined in Sections 3.2 and 3.2.1 above shall be conditioned upon the New Member Municipality (1) establishing an interconnection(s) with the Authority's Crum Creek Interceptor and (2) the Authority accepting sanitary sewer flows from the New Member Municipality's interconnection(s) with the Crum Creek Interceptor.

3.2.2 PAYMENTS BY EXISTING MEMBER MUNICIPALITIES

FOR OPERATION AND MAINTENANCE: For the purpose of computing the amount which each Existing Member Municipality shall owe for the ensuing calendar year under Section 3.2, each Existing Member Municipality agrees to pay to the Authority, as a service charge, an amount in respect of each calendar year or portion thereof during which Original Agreement, as amended hereby, is in effect, as follows:

(a) For calendar year 2008, such amount shall be calculated and determined based on the following formula: twenty (20%) percent of the amount determined by use of the Metered Flow Method plus eighty (80%) percent of the amount determined by use of the EDUs Method;

(b) For calendar year 2009, such amount shall be calculated and determined based on the following formula: forty (40%) percent of the amount determined by use of the Metered Flow Method plus sixty (60%) percent of the amount determined by use of the EDUs Method;

(c) For calendar year 2010, such amount shall be calculated and determined based on the following formula: sixty (60%) percent of the amount determined by use of the Metered Flow Method plus forty (40%) percent of the amount determined by use of the EDUs Method;

(d) For calendar year 2011, such amount shall be calculated and determined based on the following formula: eighty (80%) percent of the amount determined by use of the Metered Flow Method plus twenty (20%) percent of the amount determined by use of the EDUs Method;

(e) For calendar year 2012 and all periods thereafter, such amount shall be calculated and determined by use of the Metered Flow Method.

The number of Units for all other uses shall be agreed upon from time to time by the Authority and the Existing Member Municipality concerned. Each Existing Member Municipality agrees to promptly notify the Authority should its sewer lines receive sewage from uses not listed herein. The Authority may require that each Existing Member Municipality's submission contain a breakdown of the number of units for each type of use listed.

As used in Section 3.2.2, the term "Unit" is limited to facilities which are (a) located in the area tributary to the Authority's Sewerage system and (b) connected with said Sewerage system.

After the receipt of such reports, the Authority shall compute the amounts to be paid by each Existing Member Municipality and shall so notify each Existing Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each Existing Member Municipality as thus determined shall be paid to the Authority by the Existing Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

The term Equivalent Dwelling Units (EDUs), as used throughout this agreement, shall be defined by resolution of the Authority Board. A true and correct copy of the Board's most recent resolution defining EDUs is attached hereto and incorporated herein as "Exhibit C."

3.3 Each Member Municipality shall be liable for its proportionate share of the cost of the entire sewer system of the Authority based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above. It is the intention of the New and Existing Member Municipalities to hereby eliminate the Administrative and Crum Creek Budgets of the Authority and to merge the Administrative and Crum Creek Budgets into the General Fund budget of the Authority.

ARTICLE IV

CAPITAL PROGRAM

4.1 All Member Municipalities hereby acknowledge and agree that certain Capital Improvements must be completed on the Crum Creek Interceptor to address dry weather capacity, wet weather capacity, excessive inflow and infiltration and pipe rehabilitation. Said Capital Improvements are fully described in the document entitled "Central Delaware County Authority Crum Creek Interceptor: Capital Improvement Program and Comprehensive Trunkline Assessment: Final Report," dated October 2005, updated November 2006 and authored by Catania Engineering Associates, Inc. ("the Catania Report"), that is incorporated herein by reference.

4.2 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to the Crum Creek Interceptor under Section 4.1, each Member Municipality shall be liable for the Capital Improvement costs for the

Rehabilitation work conducted on the Crum Creek Interceptor according to the following computations¹:

(a)	Upper Providence Township	5.0%
(b)	Newtown Township	8.7%
(c)	Edgmont Township	3.1%
(d)	Marple Township	9.9%
(e)	Morton Borough	3.5%
(f)	Nether Providence Township	7.1%
(g)	Prospect Park Borough	7.2%
(h)	Ridley Park Borough	8.6%
(i)	Ridley Township	27.7%
(j)	Rutledge Borough	0.8%
(k)	Springfield Township	12.4%
(l)	Swarthmore Borough	6.0%

4.3 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to any and all other Capital Improvement projects other than the Crum Creek Interceptor under Section 4.2, each Member Municipality shall pay its proportionate share of their stated EDU at total build-out, in accordance to the payment provisions set forth in Section 4.2, above.

ARTICLE V

¹ The Capital Cost computations are based upon each Member Municipality's EDU-based percentage at build-out and are subject to review and revision by the Authority every five (5) years.

EXPANSION OR ENLARGEMENT COSTS:

5.1 The parties hereto acknowledge and agree that the addition of the New Member Municipalities to the Authority will require an expansion of the existing Crum Creek Interceptor facilities, trunkline and equipment. The New Member Municipalities shall bear responsibility to pay the costs and expenses, including construction, legal, engineering and financial costs, associated with the expansion and/or enlargement of the Crum Creek Interceptor facilities, trunkline and equipment.

5.2 Prior to December 30, 2007, each New Member Municipality shall conduct, at its sole cost and expense, a cost estimate review of the proposed expansion and/or enlargement project contained in the Catania Report. In the event that the New Member Municipality's cost estimate review determines that the expansion and/or enlargement cost estimate exceeds the Authority's cost estimate by thirty (30%) percent or greater, the New Member Municipality may, subject to the limitations below, withdraw its membership request by providing written notice of withdrawal to the Authority and the other New Member Municipalities on or before December 30, 2007.

5.2.1. Provided however, that the New Member Municipality's ability to withdraw its membership request shall not relieve the New Member Municipality from liability to reimburse the Authority for the professional fees, costs and expenses as outlined in Sections 2.8 and 2.9, above.

5.2.2. To the extent that the withdrawal(s) by a New Member Municipality shall necessitate the redesign of the expansion and/or enlargement project, the withdrawing New Member Municipalities shall bear the sole responsibility

for any redesign costs incurred due to the withdrawal(s). Payment for any redesign costs must be made within thirty (30) days of the invoice date for the cost.

5.3. In the event that any one New Member Municipality elects to withdraw its membership request, the remaining New Member Municipalities shall, on or before December 30, 2007, notify the Authority of their intent to proceed with membership, otherwise the Authority will cease all new membership efforts and projects within thirty (30) days of Authority's receipt of the withdrawal notice.

5.4 In the event that any one New Member Municipality elects to withdraw its membership request and one or both of the remaining New Member Municipalities notify the Authority of their intent to proceed with membership, the remaining New Member Municipalities shall:

5.4.1. Bear responsibility for any additional legal and/or engineering expenses associated with the expansion and/or enlargement project required to accommodate the New Member Municipalities;

5.4.2. Hold the Authority Harmless for any delay in the expansion and/or enlargement project caused by the withdrawal.

5.5 Contract Bids: Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the New Member Municipalities, the Authority will take steps to (i) borrow the capital funds necessary for the Capital Improvement Project and (ii) advertise the Capital Improvement Project and Expansion and Enlargement Project for bids (jointly hereinafter, "Project Bids.")

5.5.1. In the event that the all Project Bids exceed the project cost estimate by twenty (20%) percent or more, the Authority will not proceed with the Capital Improvement Project and Expansion and Enlargement Project without the approval of the majority of Board Members. If the Board does not receive a majority vote in favor of proceeding, all efforts for the entire project (Capital Improvements and Expansion/Enlargement) will cease and All Existing and New Members will hold each other harmless for the failure of the Entire Project to proceed.

5.5.2. If the Board does not receive a majority vote of all existing members in favor of proceeding with the entire project (Capital Improvements and Expansion/Enlargement), the New Member Municipalities may withdraw its membership from the Authority and receive reimbursement of the "buy-in" and "cash reserve" costs, outlined in Sections 2.1 through 2.6, respectively. Prior to refunding any "buy-in" and "cash reserve" costs to a withdrawing New Member Municipality, the Authority shall deduct from said refund the New Member Municipality's proportionate share of the project costs incurred to date as outlined in Section 2.8.

5.6 For the purpose of computing the amount which each New Member Municipality shall owe for the Expansion or Enlargement Cost of the Crum Creek Interceptor under Section 3.5, each New Member Municipality shall pay its proportionate share based on its stated EDU at total build-out, as illustrated in the Plans of Catania Consulting Engineers, titled "Sanitary Sewer System for Central Delaware County Authority, Crum Creek as Built, Expansion to the Crum Creek Interceptor", dated June 8, 2007, which are attached hereto and incorporated herein as "Exhibit D,"

and in accordance to the payment provisions set forth in Section 3.2.1, above.

Expansion or Enlargement Cost payment by the New Member Municipalities shall be due according to any bond or bank loan repayment schedule associated with the funding obtained by the Authority for payment of the Expansion or Enlargement Costs.

Alternatively, at the option of the New Member Municipality, the Expansion or Enlargement Costs may be paid in a lump-sum cash payment.

ARTICLE VI

INSURANCE AND REPAIRS:

6.1 During the term of this Supplemental Agreement, the Authority shall insure or cause to be insured its Crum Creek Pumping Station, including all improvements thereto and equipment thereof, to the full insurable value against loss or damage by fire or other casualties, such insurance to be of the kind usually carried for like buildings, structures and equipment and to be placed with one or more responsible stock insurance companies authorized and qualified to do business in the Commonwealth of Pennsylvania.

6.2 Should the Crum Creek Pumping Station, or any improvements thereto or equipment thereof, or any trunk line sewers or any improvements thereto or equipment thereof, be damaged, destroyed or impaired through any cause whatsoever, the Authority shall repair, reconstruct or replace the same at its own cost and expense, the proceeds of any insurance being applied to the extent necessary, and subject to reimbursement by Municipalities pursuant to Section 3.3, provided, however, that if such damage, destruction or impairment to the Crum Creek Pumping Station is caused

by the activities of any New Member Municipality in furtherance of the New Member Municipality's efforts to interconnect to the Crum Creek Pumping Station, trunk line and any improvements thereto or equipment thereof, the New Member Municipality causing such damage, destruction or impairment shall be solely responsible to repair, reconstruct or replace the same at its own cost and expense.

6.3 In the event that any trunk line sewer, or any improvement thereto or equipment thereof, is damaged, destroyed or impaired, each Member Municipality agrees to pay to the Authority, but only out of current revenues or sewer rentals or both legally available for the purpose, its proportionate share based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above, of all costs and expenses reasonably incurred by the Authority in connection with the repair, reconstruction or replacement relating to such event.

ARTICLE VII

AMENDMENTS TO PRIOR AGREEMENTS:

7.1 The Basic Agreement dated September 20, 1938, as amended and supplemented, is hereby further amended and supplemented by adding the Townships of Edgmont, Newtown and Upper Providence as additional parties of the first part, it being understood and agreed that, unless the context clearly requires otherwise, the terms "the said Townships and Boroughs" and/or "Municipalities" wherever used therein shall be deemed to include the Townships of Edgmont, Newtown and Upper Providence in addition to the Existing Member Municipalities. The Basic Agreement, as

amended and supplemented, is hereby ratified and confirmed, but only to the extent the same is not inconsistent with this Supplemental Agreement.

ARTICLE VIII

OBLIGATIONS AND LIABILITIES OF MUNICIPALITIES:

8.1 Each Member Municipality shall provide specifically in its annual budget for such sums as it may be obligated to pay to the Authority during the ensuing fiscal year under the terms of this supplemental Agreement.

8.2 To insure the availability of current revenues adequate for the purpose, each Member Municipality shall impose annual sewer rentals, or set aside such funds as are necessary, in an aggregate amount equivalent to at least one hundred and ten percent (110%) of the total of: (a) all sums payable by it to the Authority during the then current year under this Supplemental Agreement and under any and all other agreements between it and the Authority; and (b) all sums payable by it to any other person, firm, corporation, municipality or municipal authority during the then current year for sewer service. So much of said sewer rentals as shall equal one hundred ten percent (110%) of all sums payable by it to the Authority during any such year are hereby pledged by each Member Municipality to meet any and all of its obligations to the Authority arising hereunder.

8.3 In the event that any Member Municipality shall fail or refuse to pay any sums due from it under this Supplemental Agreement within thirty (30) days after the same shall become due and payable, the Authority may, and if notified to do so by a

majority of its members, it shall take such legal action to enforce its rights under this Supplemental Agreement as may be permitted by law.

8.4 The Member Municipalities shall not be held to be jointly and severally liable in the event of failure of any Member Municipality to perform and discharge its obligations under this Supplemental Agreement, it being the intent of this supplemental agreement that said obligations shall constitute the separate agreement of each of the several municipalities named herein, grouped merely for convenience as parties of the first part, and not their joint obligations. No party hereto shall be liable, jointly or severally, for the performance or non-performance by any other party of any obligation or responsibility assumed hereunder. Nor shall default by any Member Municipality and the discharge of any obligation resting upon it hereunder relieve any other Municipality from full performance and compliance with the terms hereof.

8.5 If any Member Municipality shall not make full payment of any such quarterly installments or additional charge on or before the specified payment date, there shall be added to the amount thereof interest at the rate of six percent (6%) per annum from the due date of such charge to the date on which the Authority shall receive payment thereof.

8.6 In the event that any Member Municipality fails to remit timely quarterly payments, in addition to any right or remedy available to the Authority at law or equity, the Authority reserves the right to deny any new connections from the delinquent Member Municipality.

ARTICLE IX

REGULATORY COMPLIANCE:

9.1 Each New Member Municipality agrees to enter into a separate Agreement with DELCORA and the Authority relating to service provided by DELCORA and obligations of the Existing Member Municipalities relating thereto, such separate agreements to contain like provisions and to similarly bind the New Member Municipality to the same obligations as set forth in existing Agreements between DELCORA, the Authority and the Existing Member Municipalities, dated May 1, 1973 and amended March 9, 1999.

9.2 Each New Member Municipality shall abide by the Standards, Rules and Regulations of DELCORA and its industrial user Local Limitations, and any other applicable regulations of any governmental subdivision, department or agency relating to any discharge into their respective municipal sewer lines connected to the Authority's Sewer System. Each New Member Municipality shall enact an ordinance adopting said Standards, Rules and Regulations and Local Limitations of DELCORA, including enforcement provisions, in like form to ordinances heretofore passed by the Existing Member Municipalities.

9.3 Each Member Municipality shall enact and keep in full force and effect at all times ordinances or resolutions, including enforcement provisions, which prohibit connection of municipal storm water systems, roof or storm drains, cellar drains or any other sources of underground, surface or storm waters to their respective sewage collection systems and lines tributary to the Authority's Sewer System.

9.4 If any analysis of samples pursuant to the DELCORA Service Agreement indicates that sewage discharged from the Authority's Sewer System into the system of DELCORA requires special treatment or was harmful to or damaged the DELCORA System or was harmful to or damaged the aforementioned treatment facilities of the City of Philadelphia or DELCORA, and the Authority is required under the DELCORA Service Agreement to pay or otherwise incur any costs or expenses relating thereto, or indemnify DELCORA therefore, and such discharge of sewage is determined to have emanated from a sewer line of a Member Municipality, then said Member Municipality shall reimburse the Authority for and indemnify it against all said cost, expenses and damages.

9.5 In the event that it may be necessary, for the proper implementation or performance of this Supplemental Agreement on the part of the Authority, to apply to any governmental or other agency for any approval, permit or license to do or perform any act or thing contemplated hereby, and if such application must be made or joined in by a municipality, the Member Municipality or Member Municipalities affected agree that they will execute the required application upon request by the Authority and otherwise cooperate with the Authority in connection with same, all incidental costs to be paid by the Authority; it being understood that, in so doing, the Member Municipality shall not assume any obligations beyond those for which it would have been responsible had the Authority itself paid for said application.

9.6 In the event that the Commonwealth of Pennsylvania should subsequently confer jurisdiction of the subject matter of this Supplemental Agreement

upon the Pennsylvania Public Utilities Commission, in whole or in part, the Member Municipalities shall, if required to do so, proceed to obtain all necessary power, right and authority from said Public Utility Commission or other proper agency of the Commonwealth, in order to carry out the terms, provisions and intentions hereof.

ARTICLE X

FUTURE CAPACITY:

10.1 In the event that future improvements to the CDCA sewerage system, future rehabilitation of the CDCA sewerage system, or future flow reductions result in the generation of increased capacity in the System, All Existing and New Members shall be entitled to a proportionate share of that increased capacity. Said proportionate share for All Existing and New Members shall be defined by the proportionate amounts shown in Section 4.2, above.

10.2 In the event that any New or Existing Member Municipality shall conduct work within its municipal limits that reduces inflow and infiltration into the Authority's sewerage system, such that the Member Municipality generates additional capacity in the system, that Member Municipality alone shall enjoy the additional capacity so generated. The amount of flow allocation credits attributable to inflow and infiltration abatement shall be defined by a resolution of the Authority Board. The current Board resolution identifying the amount of flow allocation credits attributable to inflow and infiltration abatement is attached hereto and incorporated herein as Exhibit "E."

ARTICLE XI

SEVERABILITY AND AMENDMENT:

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

11.2 This Supplemental Agreement may only be amended or supplemented by written agreement of all parties hereto.

ARTICLE XII

EFFECTIVE DATE AND TERM:

12.1 This Supplemental Agreement shall become effective upon execution and delivery by all of the parties hereto and compliance with all legally applicable requirements for joinder of the New Member Municipalities as members of the Authority.

12.2 This Supplemental Agreement shall be in full force and effect until the term of the existence of the Authority, including any extension(s) thereof, shall expire and until all the sums due the Authority hereunder from the Member Municipalities and all obligations of the Authority have been paid in full.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 The parties hereby acknowledge that the Authority will be required to borrow money in connection with the Capital Improvements as defined in Article 4.

Prior to the Authority acquiring any indebtedness to ensure the completion of the Capital Improvements as defined in Article 4, each New Member Municipality hereby agrees to submit their revised ACT 537 Plans to the Pennsylvania Department of Environmental Protection, with a copy of the same to the Authority.

13.2 All future connections tributary to the Authority's System, as herein defined, shall require the Member Municipality to submit new connections to the Authority for review and recommendation regarding such connection by the Authority's consulting engineer. Following the Authority's consulting engineer's receipt and review of any request for a future connection to the Authority's System, the Authority's consulting engineer shall make a recommendation to the Authority's Board regarding the future connection request. All future connections to the Authority's System shall require approval from a majority vote of the member representatives of the Board. The criteria for approving additional connections tributary to the Authority's system will include:

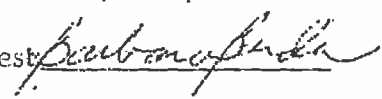
- (a) the receipt of a current annual Infiltration and Inflow report from the Municipality making the request for connections. See, Section 13.3;
- (b) the requesting Municipality must be current with their quarterly payments to the Authority; and
- (c) the requesting Municipality shall have submitted a copy of their annual Chapter 94 Report to the Authority; and

13.3 Each Member Municipality agrees to submit annual inflow and infiltration reports to the Authority on or before March 1st. Said inflow and infiltration reports must contain the following information:

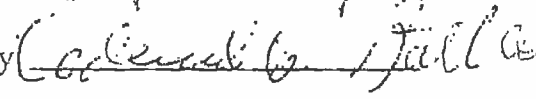
- (a) a description of the Member Municipality's inflow and infiltration program for the upcoming year;
- (b) a statement of inflow and infiltration progress that was made by the Municipality from the previous year;
- (c) an acknowledgement that approval of any future connections to the Authority's System will be based on the Authority's receipt of the Municipality's annual inflow and infiltration report.

13.4 Failure of any Member Municipality to submit its annual inflow and infiltration report to the Authority on or before March 1st in accordance with Section 12.3, supra, shall result in the Authority's consulting engineer recommending denial of any future connections from the Member Municipality.

13.5 The enforcement of the terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with jurisdiction resting the County of Delaware.

Attest: 
(Seal)

Borough of Morton

By: 
President of Council

Attest: Lebanon N. Girty
(Seal)

Borough of Prospect Park

By: Richard C. Schaefer
President of Council

Attest: _____
(Seal)

Borough of Ridley Park

By: _____
President of Council

Attest: _____
(Seal)

Borough of Rutledge

By: _____
President of Council

Attest: _____
(Seal)

Borough of Swarthmore

By: _____
President of Council

Attest: _____
(Seal)

Township of Edgmont

By: _____
President, Bd. of Commissioners

Attest: _____
(Seal)

Township of Marple

By: _____
President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: Terry Bradley

(Seal)

By: Joseph York

President of Council

Borough of Rutledge

Attest: _____

(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

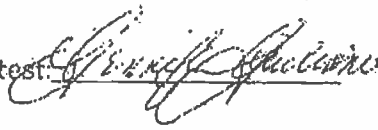
Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

Attest:  _____

(Seal)

By:  _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

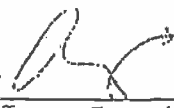
Attest: _____

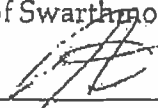
(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: 
Jane C. Billings
(Seal)

By: 
Tom Huestis
President of Council

Township of Edgmont

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Ridley Park

Attest: _____

(Seal)

By: _____

President of Council

Borough of Rutledge

Attest: _____

(Seal)

By: _____

President of Council

Borough of Swarthmore

Attest: _____

(Seal)

By: _____

President of Council

Township of Edgmont

Attest: *Samuel Piner*

(Seal)

By: *Ronald Hannon*

3-19-08

President, Bd. of Commissioners

Township of Marple

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Borough of Prospect Park

Attest: _____
(Seal)

By: _____
President of Council

Borough of Ridley Park

Attest: _____
(Seal)

By: _____
President of Council

Borough of Rutledge

Attest: _____
(Seal)

By: _____
President of Council

Borough of Swarthmore

Attest: _____
(Seal)


By: _____
President of Council

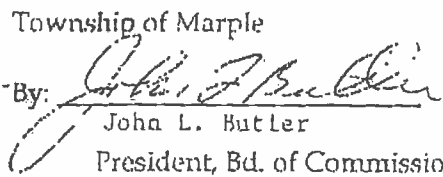
Township of Edgmont

Attest: _____
(Seal)

By: _____
President, Bd. of Commissioners

Township of Marple

Attest: 
Sharon L. Angelaccio
Township Secretary
(Seal)

By: 
John L. Butler
President, Bd. of Commissioners

Attest:

[Signature]
(Seal)

Township of Nether Providence

By: *[Signature]*

President, Bd. of Commissioners

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Central Delaware County Authority

Attest: _____

(Seal)

By: _____

Chairman

Attest: _____

(Seal)

Attest:  _____

(Seal)

Attest: _____

(Seal)

Attest: _____

(Seal)

Attest: _____

(Seal)

Attest: _____

(Seal)

Township of Nether Providence

By: _____

President, Bd. of Commissioners

Township of Newtown

By:  _____

Chairman, Bd. of Supervisors

Township of Ridley

By: _____

President, Bd. of Commissioners

Township of Springfield

By: _____

President, Bd. of Commissioners

Township of Upper Providence

By: _____

President, Bd. of Commissioners

Central Delaware County Authority

By: _____

Chairman

Township of Nether Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Newtown

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: *Carm E. Horner*

(Seal)

By: *Robert J. Hill*

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Central Delaware County Authority

Attest: *George E. Givens*

(Seal)

By: *Robert J. Hill*

Chairman



Attest: _____
(Seal)

Township of Nether Providence

By: _____
President, Bd. of Commissioners

Attest: _____
(Seal)

Township of Newtown

By: _____
President, Bd. of Commissioners

Attest: _____
(Seal)

Township of Ridley

By: _____
President, Bd. of Commissioners

Attest: *[Signature]*
(Seal)

Township of Springfield

By: *[Signature]*
President, Bd. of Commissioners

Attest: _____
(Seal)

Township of Upper Providence

By: _____
President, Bd. of Commissioners

Attest: _____
(Seal)

Central Delaware County Authority

By: _____
Chairman

Township of Nether Providence

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Newtown

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Ridley

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Springfield

Attest: _____

(Seal)

By: _____

President, Bd. of Commissioners

Township of Upper Providence

Attest: _____

(Seal)

By: 

President, Bd. of Commissioners

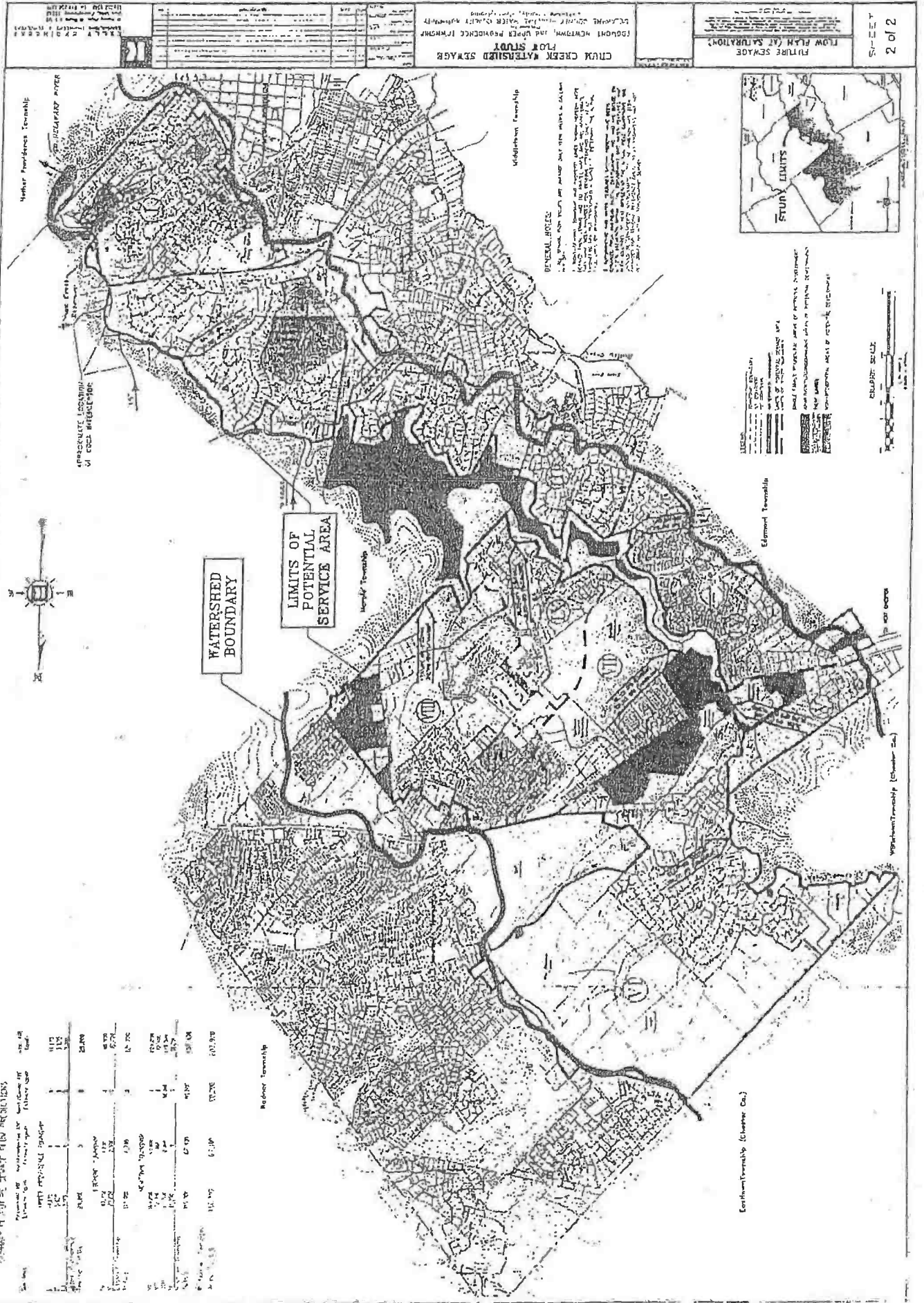
Central Delaware County Authority

Attest: _____

(Seal)

By: _____

Chairman



APPENDIX Y

“7-PARTY” AGREEMENT

SEWER AGREEMENT

This Sewer Agreement ("Agreement") is made this 12th day of August 2002 by and between Paper Mill Holding Company, Ltd., a Pennsylvania limited partnership ("Paper Mill"), Pulte Homes, Inc., a Delaware corporation ("Pulte"), Little Washington Wastewater Company, a Pennsylvania corporation ("Little Washington"), Suburban Environmental Services Company, a Pennsylvania corporation ("SES"), Springton Pointe Community Sewer Association, a Pennsylvania non-profit corporation ("Association"), the Newtown Township, Delaware County, Municipal Authority, a municipal authority created pursuant to the laws of the Commonwealth of Pennsylvania (the "Authority") and the Township of Newtown, Delaware County, Pennsylvania, a Township of the second class ("Township").

BACKGROUND

A. Paper Mill is the owner and developer of the Somerset development ("Somerset") which is situated on a 43 acre parcel on the east side of Pennsylvania Route 252 north of Gradyville Road. The Somerset parcel is more fully described in Exhibit "A" hereto. Somerset consists of three lots, one of which has been approved for 334 independent adult living units, the second of which has been approved for a 92 bed assisted care facility and the third of which has been approved for a 41,400 square foot office building. Paper Mill is also the equitable owner of two parcels of ground owned by Alberto Guadagnini situated on the east side of Pennsylvania Route 252 immediately north of Somerset ("Alberto Tracts"). The Alberto Tracts are more fully described in Exhibit "B" hereto. The Alberto Tracts are approximately 31 acres in size, are currently zoned A-O and contain, on a portion thereof, an existing restaurant.

B. As a part of the approvals for Somerset, the Township and the Pennsylvania Department of Environmental Protection ("DEP") have approved construction of a sewage treatment plant ("Somerset Plant"), to be situated on property owned by Paper Mill on the west side of Route 252. The initial capacity of the Somerset Plant is 85,000 gallons per day. The required NPDES Permit and DEP Phase II Construction Permit for the Somerset Plant have been duly issued. The Somerset Plant is intended to initially serve the Somerset development and certain office and residential properties. The Somerset Plant has been designed, and will be built, to be able to treat 150,000 gallons per day, in order to serve the Alberto Tracts and other residential areas further to the north and west on Route 252.

C. In accordance with Paper Mill's proposal, the Township conditioned its conditional use and sewage facilities plan approvals for Somerset on the Somerset Plant being permitted to, and operated by, Little Washington, a subsidiary of Philadelphia Suburban Water Company ("PSWCo"). PSWCo owns the water supply reservoir in the watershed within which the Somerset Plant is located. The Somerset Plant discharge would ultimately flow to that reservoir. The Township approvals required Paper Mill to connect, instead, to the CDCA/DELCORA facilities, described in H, below, if such a connection became available before Paper Mill entered into contracts with Little Washington and SES for design of the Somerset Plant.

D. Approximately, one year after receiving final approval from the Township, Paper Mill entered into a contract, dated November 20, 2000, with Little Washington pursuant to which Paper Mill will construct the Somerset Plant and convey it to Little Washington for ownership and operation. That contract ("Little Washington Contract") is still in full force and

effect, and a copy thereof is attached hereto as Exhibit "C". As a part of its arrangement with Little Washington, Paper Mill has also contracted with SES, an affiliated company to Little Washington and PSWCo, to design the Somerset Plant. That contract ("SES Contract"), dated November 9, 2000, and executed by Paper Mill on November 17, 2000, is also still in effect, and a copy thereof is attached hereto as Exhibit "D". Bidding plans for the Somerset Plant have not yet been designed by SES, and construction of the Somerset Plant has not as yet been commenced by Paper Mill.

E. Pulte is the owner, either in fee or as equity owner of approximately 120 acres of land located on the west side of Route 252 north of Gradyville Road ("Pulte Property"). The Pulte Property is more fully described in Exhibit "E" hereto. In accordance with a Settlement Agreement between Pulte and the Township dated April 24, 2000 ("Pulte Settlement Agreement"), Pulte is entitled to develop the Pulte Property with 17 single-family homes and 152 carriage homes. Pulte has obtained all of the approvals necessary to develop Phases I through IV referenced in the Pulte Settlement Agreement. Phase I has been constructed and Phases II, III and IV are under construction. Phase V referenced in the Pulte Settlement Agreement encompasses 31,550 square feet of commercial space. Phase V will be developed by a third party and is no longer controlled by Pulte, however, Pulte is obligated to provide sewer service to the Phase V commercial space. The 17 single-family homes, the 152 carriage homes, and the 31,550 square feet of commercial space are sometimes referred to hereinafter collectively as "Pulte's Development".

F. In accordance with the Pulte Settlement Agreement, sanitary sewer service to Pulte's Development is to be provided through a connection to an existing sewage treatment

plant and effluent disposal system owned and operated by the Association (collectively, "Springton Pointe Treatment System"). The Association was created to own, operate and manage the Springton Pointe Treatment System which was originally constructed as part of the Springton Pointe Estates residential subdivision. Under the November 29, 1995, Declaration of Covenants, Conditions and Easements that created the Association ("Declaration"), the previous owner of the Pulte Property retained an option to connect any sewer facilities constructed on the Pulte Property into the Springton Pointe Treatment System and thereby have individual lot owners become members of the Association. The ten-single-family homes constructed as part of Phase I of Pulte's Development are connected to the Springton Pointe Treatment System and those individual home owners are members of the Association. Pulte will enter into an interim Sewer Service Agreement with the Association to provide sewer service in the Springton Pointe Treatment System for Pulte's Development while the interconnection with the CDCA System, as defined in Paragraph H below, is pursued in accordance with the terms of this Agreement. A copy of the draft interim Sewer Service Agreement and the Declaration are attached hereto as Exhibits "F" and "G" respectively.

G. The Springton Pointe Treatment System contains existing capacity or is expandable to create capacity for Pulte's Development. However, Pulte committed as a party to the developer's agreements for Phase III of Pulte's Development to pursue the interconnection with the CDCA System provided that the interconnection is cost neutral to Pulte and does not delay the issuance of any building permits or occupancy permits for any phases of Pulte's Development.

1. The Central Delaware County Authority ("CDCA") operates and maintains a certain sewage system, consisting of trunk line sewer, a sewer pumping station and appurtenant equipment ("CDCA System") serving its nine member municipalities. The CDCA and the Delaware County Regional Water Quality Control Authority ("DELCORA") entered into a sewer agreement dated December 1, 1973, and amendments thereto on April 21, 1981 and March 1, 1999 which provide for conveyance of sewage from the CDCA System through a Pump Station and trunk line of DELCORA to the Southwest Water Pollution Control Plant of the City of Philadelphia and/or DELCORA's Western Regional Treatment Plant in the City of Chester. There is capacity in DELCORA's facilities to treat the sewage flows generated from Somerset, the Pulte's Development, the Alberto Tracts and the other various properties served by the Springton Pointe Treatment System and intended to be served by the Somerset Plant. The Township has, for some time, considered the option of connecting to the CDCA System at its east main, located less than 1/2 mile south of Gradyville Road on Route 252. To date, the obstacle to connection has been the inability of the CDCA and DELCORA conveyance systems to provide adequate capacity for the conveyance of the proposed sewage from Newtown Township to the DELCORA treatment facilities.

2. DELCORA has recently undertaken modifications to one of its Pump Stations to allow for wet weather flow discharges which were limiting the ability of DELCORA to accept flows from municipalities such as Newtown. As a result, Newtown is considering sending flows from various portions of the Crum Creek Watershed to DELCORA. Those flows would include those otherwise expected to be serviced at the Somerset Plant and at the Springton Pointe Treatment System. The Township also has residences located in portions of the

Township known as Newtown Heights and Elgin Park, which are connected to the Radnor Haverford Marple ("RHM") system, which DEP and RHM desire to have removed from the RHM system and connected to the CDCA System.

J. As a result, CDCA and the Township have entered into discussions regarding, inter alia, the inclusion of Newtown as a member of CDCA so as to provide for the treatment of various portions of Newtown through the CDCA System, at annual treatment fees that are less than those presently charged to users of the Springton Pointe Treatment System and those that are projected to be charged to customers of the Somerset Plant. However, some municipalities that are members of CDCA are concerned that the CDCA System will not be adequate to handle all of the potential flows from Newtown Township, and from Upper Providence Township, which also desires to be a member of CDCA. Therefore, the Township and CDCA have negotiated a Service Agreement ("Service Agreement") whereby CDCA would accept 250,000 gallons per day of flow from Newtown Township and would determine, in approximately two years, whether sufficient additional capacity is available to permit Newtown and/or Upper Providence to become members of the CDCA, or whether the Newtown / CDCA arrangement will remain as a Service Agreement. This arrangement is referred to as the "CDCA Option".

K. The total flow which Newtown would like to divert to CDCA exceeds 250,000 gallons per day. These flows are those from Somerset, the Alberto Tracts, from other existing residential and commercial uses intended to be connected to the Somerset Plant, from proposed users of the Springton Pointe Treatment System (including the Pulte's Development), from

Elgin Park, from Newtown Heights and from other potential or existing miscellaneous users.

These areas are collectively referred to as the "Lower Crum Creek Watershed".

L. Much of the sewer capacity that exists in the Lower Crum Creek Watershed consists of existing residential users serviced by either RHM, the Springton Pointe Treatment System or existing on-lot systems. The Township desires to provide alternative sewage treatment for these users, through the CDCA Option, without having to charge its existing residents a substantial fee therefor. However, the cost of obtaining the 250,000 gallons of capacity from CDCA would include a service fee of \$391,000.00, the cost of construction of a Pump Station and Force Main to connect to the CDCA System and the cost of constructing various mains to provide service to existing customers by connecting them to the proposed Pump Station, or to the Springton Pointe Treatment System. In addition, if the Township were to become a member of CDCA, an additional fee of \$124,828.00 (but maybe as much as \$230,609.00) would be due to CDCA. These collective costs of the CDCA Option could total as much as \$1,500,000.00.

M. The Township has approached Pulte and Paper Mill with the proposition of providing the funding and construction for the Force Main and Pump Station and for \$515,828.00 of potential connection fee to CDCA to enable the Township to implement the CDCA Option. Pulte has indicated a willingness to cooperate so long as the cost paid by Pulte, on behalf of the Township, does not substantially increase the cost that Pulte would have incurred to connect its units to the Springton Pointe Treatment System, which cost is approximately 1/3rd of the cost which the Township is seeking to have funded. Paper Mill has indicated a willingness to cooperate. The willingness of both Paper Mill and Pulte to

cooperate is also conditioned on the requirement that the CDCA connection be accomplished within a time frame which is consistent with the sewer treatment needs for both the Pulte Property and Somerset.

N. In addition to its timing and income generation requirements, Paper Mill is also constrained by its contractual relationships with Little Washington and SES. Those agreements require Paper Mill to proceed with the Somerset Plant. Paper Mill therefore also requires the concurrence of Little Washington and SES in the termination of the Little Washington and SES Contracts in order to permit Paper Mill to proceed under the CDCA Option.

O. Little Washington, SES, and their affiliated company, PSWCo, are very concerned about the transfer of wastewater from the Lower Crum Creek Watershed to the Delaware River, bypassing its direct flow or ground water flow to PSWCo's Crum Creek reservoir. Those companies are concerned about potential adverse impacts on the water balance for the Springton Reservoir watershed. The construction and operation of the Somerset Plant, for which permits have been issued, would provide a viable solution to wastewater needs in the Lower Crum Creek Watershed while preserving the local water balance of the watershed. Therefore, PSWCo favors the retention of groundwater recharge in this "southern " area of the Township, including the continued use of the Springton Pointe Treatment System with its in ground disposal of the treated effluent. Those companies are further concerned about downstream effects to the water intake of PSWCo's Crum Creek Plant due to the threat of overflow of the CDCA sewer line. In addition, PSWCo is concerned that the extension of CDCA mains into the Lower Crum Creek Watershed will result in further extension to the Upper Crum Creek Watershed, in the area of Pennsylvania Route 3, thereby further dewatering the Crum Creek Watershed. Therefore, PSWCo favors the retention of all existing

groundwater recharge systems and the creation of a land discharge treatment system for the Upper Crum Creek Watershed, where, under Newtown Township's Act 537 Plan, Little Washington may be the owner and operator of that regional plant. The Township is also concerned about adequate recharge of the water supply area, accordingly, supports the above-referenced plans of Little Washington and PSWCo to maintain or improve the overall water balance.

P. The Springton Pointe Treatment System is the subject of an existing offer of dedication to Newtown Township. Newtown Township, by accepting dedication of the Springton Pointe Treatment System, shall enter into a mutually acceptable contract with Little Washington or SES to manage the Springton Pointe Treatment System on behalf of the Township, which will guarantee a minimum flow at the plant at least equal to the lesser of the flow from the 126 users of the Springton Pointe Treatment System as of June 1, 2002, or 35,000 gpd, so long as the Springton Point Treatment System is operable under DEP regulations and so long as PSWCo continues to use the Giest Reservoir as a storage facility. As a result, PSWCo and Little Washington would be assured of the continued operation of the Springton Pointe Treatment System and its groundwater recharge disposal. In addition, Little Washington desires to apply for a franchise for wastewater utility service in the Upper Crum Creek Watershed. The Sewage Facilities Plan recently approved by Newtown Township recommends the creation of an approximately 500,000 gallons per day treatment plant with land discharge to serve that area, as defined in that Plan. By filing for and receiving a franchise from the Pennsylvania Public Utilities Commission ("PUC"), Little Washington would be in a position to provide that facility. The Township and Authority are willing to

any other necessary approval agency or authority. Therefore, the parties are willing to enter into the following Agreement.

NOW, THEREFORE, intending to be legally bound hereby, Paper Mill, Pulte, the Association, Little Washington, SES, the Township and the Authority, each, in and for consideration of the promises and covenants contained herein and intending to be legally bound hereby, hereby agree as follows:

1. Incorporation of Background. The Background of this Agreement is incorporated into the body of this Agreement as if it were repeated in full in the body of this Agreement.
2. Acquisition of Capacity. The Township shall enter into a Service Agreement with CDCA, in the form and substance of the agreement attached hereto as Exhibit "H", pursuant to which CDCA will allocate to the Township 250,000 gallons per day of capacity in the CDCA System ("Allocated CDCA Capacity") to treat sewage from Pulte's Development, Somerset, the Alberto Tracts and such additional properties as the Township shall determine should be served within the Allocated CDCA Capacity. The allocation of Allocated CDCA Capacity for Somerset for planning purposes shall be 80,000 gallons per day and shall be reserved for Paper Mill to the extent necessary to sewer the approved uses for Somerset through the CDCA. The allocation of Allocated CDCA Capacity for the Alberto Tracts for planning purposes shall be 55,000 gallons per day and shall be reserved for Paper Mill to the extent necessary to sewer the existing restaurant and the future approved uses for the Alberto Tract through the CDCA. And, the allocation of Allocated CDCA Capacity for Pulte's Development for planning purposes shall be 43,100 gallons per day, and shall be reserved for Pulte to the extent necessary to sewer the units and uses in Pulte's Development through the

support the issuance of such a franchise to Little Washington. With a management agreement for the Springton Pointe Treatment System and the support of Township and Authority for Little Washington's application for a franchise for the Upper Crum Creek Watershed, Little Washington and SES are willing to agree to terminate the Little Washington and SES Contracts, without payment, thereby permitting Paper Mill to participate in the CDCA Option.

Q. Finally, the members of the Association presently pay \$825 per year for treatment. The cost of treatment through CDCA and DELCORA is anticipated to eventually reduce the fees paid by users of the Springton Pointe Treatment System, as well as those paid by customers of the proposed Somerset Plant. Therefore, the utilization of treatment under the CDCA Option will allow an eventual lessening of rates for the above referenced developments in the Lower Crum Creek Watershed.

R. To accomplish this, Newtown Township, after accepting dedication of the Springton Pointe Treatment System, can create a rate district comprised of the Lower Crum Creek Watershed. A rate would be charged within that watershed based upon the costs of the operation of the Springton Pointe Treatment System, the cost of treatment under the CDCA Option, and any other additional expenses related to this sewer district. By utilizing such a blended rate, the Township can eventually achieve a decrease in sewer rates for those in the Springton Pointe Treatment System and those proposed to be served by the Somerset Plant.

S. All of the parties hereto are willing to enter into this Agreement to accomplish the various goals and objectives stated in the above paragraphs, provided that the necessary permits and approvals for the implementation thereof can be obtained promptly from DEP and

CDCA. Newtown Township agrees to consult with PSWCo, with no duty to agree: 1) prior to exporting more than 250,000 gpd through CDCA; and 2) when future Act 537 Plan modifications or amendments are being considered on issues related to water balance and reservoir recharge. Newtown Township recognizes that water balance and recharge of the Springton Reservoir are important issues to PSWCo, its customers and the Pennsylvania Department of Environmental Protection, and agrees that in making future Act 537 Planning determinations the net export of water from the Springton Watershed will be considered.

The Township is required to pay \$391,000.00 to CDCA for the right to treatment of the Allocated CDCA Capacity pursuant to the Service Agreement, and will be required to pay to CDCA a total of \$515,228.00, for entry into the CDCA as a member municipality, against which the \$391,000.00 paid for the Allocated CDCA Capacity under the Service Agreement will be a credit. Pulte and Paper Mill shall pay to the Township, in proportionate shares of 1/3rd and 2/3rds, respectively, the aggregate sum of \$515, 828.00 (the "Developer Payment") prior to the date that the initial payment of \$391,000.00 is due from the Township to the CDCA. The Developer Payment will be held by the Township in interest bearing accounts for the benefit of Pulte and Paper Mill in their proportionate interests, until such times as payments are actually due from Township to CDCA. The Township shall not deliver the payment to the CDCA for the Allocated CDCA Capacity until the Township has obtained all necessary permits and approvals from DEP and any other state or local agencies, whose approval is necessary, for the implementation by the Township of its connection to the CDCA System (the "Approvals"). In the event the Approvals are not obtained by December 31, 2002, or the Township elects prior thereto to terminate the Service Agreement due to the

failure to obtain the Approvals, this Agreement shall terminate and the Township shall refund to Pulte and Paper Mill the Developer Payment, and all interest earned thereon; provided, however, the Township may unilaterally elect to extend the aforesaid December 31, 2002, date to March 31, 2003, by giving written notice of said election to the other parties hereto on or before December 27, 2002. If the Township elects to impose such an extension, it shall become contingently liable for additional design and construction costs pursuant to, and as limited by, Section 15, b, infra.

3. Design of Conveyance Facilities. Pulte, in conjunction with the Township Engineer, shall design a conveyance system of a Pump Station, located adjacent to Camelot Lane in Phase III of Pulte's Development, and Force Main, together with any gravity mains connecting from the termination of the Force Main to the CDCA Crum Creek Interceptor (the "Conveyance Facilities"), as are necessary to permit the conveyance of the Allocated CDCA Capacity from Newtown Township to the CDCA System. The design of the Conveyance facilities shall permit its enlargement or expansion to convey up to 330,950 gallons per day, should the Township become a member of CDCA and desire to send additional flows from the Lower Crum Creek Watershed to the CDCA System. The Conveyance Facilities shall include a "Pump Station" to be located at the western end of Camelot Lane in Phase III of Pulte's Development ("Phase III"), as shown on the approved plans of Phase III, and a "Force Main" from the Pump Station to Route 252 and south on Route 252 to the CDCA's Crum Creek Interceptor. Engineers for Pulte have designed the Conveyance Facilities, which design has been reviewed by the Township Engineer. The Township and Pulte have submitted the design to Paper Mill for review and comment and submitted all necessary applications for DEP

approval for construction thereof. A copy of the design plan will be provided to PSW Co.

The Township and/or the Authority agree to execute and submit any permits or applications required by any federal, state or local agencies having jurisdiction over the construction of any portion of the Conveyance Facilities. Notwithstanding anything to the contrary contained in this Agreement, any addition or modification to the design of the Conveyance Facilities as a result of any regulatory requirement of DEP, PennDOT or CDCA shall be deemed a part of the basic design and the cost of design and implementation of such additional requirements or modifications shall be considered a part of the cost of the Conveyance Facilities..

4. Acquisition of Easements. The Township or Authority, as determined by the Township, (which phrase shall hereinafter be referred to as "Township/Authority"), shall acquire any and all necessary easements for the construction of the Conveyance Facilities and/or for the construction of any sewer mains needed for the conveyance of sewage, intended by this Agreement to be served through the CDCA System, to the Pump Station. This includes any easements necessary for the conveyance of sewage from Newtown Heights, Elgin Park or any other area of the Lower Crum Creek Watershed intended to be connected to the Pump Station. The cost of any such easement shall be borne by the Township/Authority, however, any such easement through the Pulte Property, Somerset or the Alberto Tracts shall be granted without monetary consideration, provided that such easement does not adversely effect, in any way, the proposed development of the tract through which it is proposed to traverse.

5. Payment of Project Costs. Pulte and Paper Mill hereby agree to share the following costs on the basis of 2/3rds thereof being paid by Paper Mill and 1/3rd thereof being paid by Pulte:

All costs of design and construction of the Conveyance Facilities, being the Pump Station and the Force Main therefrom to its connection with the CDCA Crum Creek Interceptor ("Conveyance Facilities Costs"). The Conveyance Facilities Costs shall include the cost of Township Engineering review, inspection during construction, and any metering facilities required by CDCA for connection to the CDCA System. The Conveyance Facilities Costs shall be paid directly by Paper Mill and Pulte as incurred. Funds for the payment of the costs of connection of Pulte's Development to the Springton Pointe Treatment System and for the construction of the Somerset Plant have been escrowed by Pulte and Paper Mill with the Township pursuant to Development Agreements for the Pulte Development and Somerset, respectively (the "Existing Sewer Escrows"). Pulte and Paper Mill shall each escrow, with the Township, funds equal to Pulte's or Paper Mill's respective shares of the Developer Payment and 110% of the Conveyance Facilities Costs (the "New Escrows"). The Township shall promptly process and release funds from the New Escrows for payment of the Conveyance Facilities Costs upon request with supporting information, pursuant to the provisions and requirements of the Pennsylvania Municipalities Planning Code §509. If Pulte is the party responsible to pay any contractor for work performed in construction of the Conveyance Facilities, Paper Mill shall pay its portion thereof to Pulte in accordance with the provisions set forth in Exhibit I of this Agreement. Upon posting of the New Escrows, the Township shall release each Existing Sewer Escrow to the depositor thereof.

6. Construction Matters.

a. Immediately following the issuance of Approvals for the Conveyance Facilities, and the execution by Township of the Service Agreement with CDCA, Pulte shall commence

construction of the Conveyance Facilities and thereafter continue such construction until completion. The Township shall be notified of the intended date of commencement of construction and shall assist in the obtaining of any necessary clearances therefor by any other governmental agency affected by such construction, including PennDOT.

b. Pulte shall be responsible for the direct supervision of the construction work and shall advise the Township and Paper Mill as to the progress of the construction of the material elements of the Conveyance Facilities. Pulte shall appoint a contact for the Township Engineer for communication regarding construction of the Conveyance Facilities. The Township Engineer shall inspect the work on a periodic basis in such manner as the Township Engineer would inspect any construction of similar facilities within the Township.

c. Before the commencement of any work on the Conveyance Facilities, Pulte shall cause each contractor employed by Pulte for the purpose of constructing said Conveyance Facilities to execute and record, in the appropriate offices, such waivers of mechanic's liens which Paper Mill, Pulte and the Township determine to be necessary to prevent the attachment of any mechanics, laborers or materialmen's liens on the Conveyance Facilities or any property upon which they are constructed. In like manner, upon completion of the project, Pulte shall require each contractor to provide a release of liens duly executed by all suppliers of materials or labor as a condition to final payment.

7. Dedication. Promptly after the Conveyance Facilities project is "fully completed", including all punchlist items, as confirmed by the Township Engineer, Pulte shall dedicate the Conveyance Facilities to the Township/Authority and the Township/Authority shall accept dedication thereof. Such dedication shall be accomplished by delivery to the

Township/Authority of an assignment of all of Pulte's interest in the Conveyance Facilities in form and substance acceptable to the Township/Authority Solicitor. If requested, Paper Mill will deliver, to the Township/Authority, a quit claim deed conveying to the Township any interest of Paper Mill in the Conveyance Facilities. The Conveyance Facilities shall be deemed fully completed once all start up testing of the Pump Station and Force Main have been satisfactorily completed. In order to permit operation of the Conveyance Facilities as quickly as possible, the Township/Authority shall have a license to use the Conveyance Facilities between the time that construction is substantially completed and the date that dedication is accepted.

8. Pump and Haul.

(a) Prior to the date that the Conveyance Facilities are fully completed and the Township is conveying sewage from the Pump Station to the CDCA Crum Creek Interceptor through the Force Main, the Township shall provide sewer service, to the units in Somerset for which occupancy permits have been issued, by means of pump and haul pursuant to an agreement or agreements ("Pump and Haul Agreement") relating thereto. The Pump and Haul Agreement shall be entered into by the Township and Paper Mill, and shall provide that, in each instance, prior to the date that the first unit in Somerset is ready to commence occupancy, pump and haul permits and facilities shall be in place to serve that development until the Conveyance Facilities are in operation. The Township shall, in a timely fashion, obtain any and all permits ("Pump and Haul Permits") necessary to implement the Pump and Haul Agreement, and Paper Mill, if so requested, shall assist the Township with respect thereto. It is intended that the Pump and Haul Permits shall be based upon the use of capacity in the

gravity conveyance systems to the Pump Station for necessary storage as required by the Pump and Haul Permits. However, any pump and haul operations associated with Somerset shall occur at a location off the Pulte Property. If required by DEP or PAPUC regulations, the Township shall provide for the treatment of the pump and haul effluent at DELCORA's facilities, utilizing if possible, the CDCA Crum Creek Interceptor. The cost of pump and haul, including the cost of treatment, shall be billed proportionately by the Township to the individual unit owners whose sewage is being treated. Somerset shall post, with the Township, security for the payment of the Township's pump and haul costs, including the costs of billing the users.

(b) To avoid having to pump and haul sewage from Pulte's Development, the Township and the Authority agree to allow Pulte to utilize a temporary pump in the Pump Station to pump sewage to the Springton Pointe Treatment System in accordance with the interim Sewer Service Agreement between Pulte and the Association, a copy of which is attached hereto as Exhibit "F".

9. Springton Pointe Treatment System. Existing wastewater facilities at Springton Point Estates, that provide land disposal discharge and groundwater recharge, shall be retained for at least ten years. The use of available capacity at the Springton Pointe Treatment System will be considered by the Township in future planning for public sewer service in the Lower Springton (Crum Creek) Watershed. Forthwith upon the execution of this Agreement, and the Service Agreement between the Township and CDCA, and subject to the Springton Pointe Treatment System being in full compliance with DEP regulations, at no cost to the Township, and the certification thereof by the Association's consulting engineer to the Township, the Township

shall actively pursue accepting an offer of dedication of the Springton Pointe Treatment System. Subject to the terms of the Operations and Maintenance Agreement, Little Washington and/or Suburban Environmental Services Company (SES) will manage and operate the Springton Pointe Treatment System for 10 years from the date of this Agreement. The Operations and Maintenance Agreement with Springton Pointe Association shall be in the form attached hereto as Exhibit K. If the Township takes dedication of the Springton Pointe Treatment System, the Operations and Maintenance Agreement with the Township shall be in accordance with the terms outlined in Exhibit L, unless otherwise mutually agreed between the parties in writing.

10. Construction of Gravity Conveyance Lines to the Conveyance Facilities.

a. Both Pulte and Paper Mill shall cause the gravity conveyance systems within their projects to be constructed connecting their projects to the Conveyance Facilities Pump Station at Phase III. Each will bear the cost of construction of the facilities within their projects. Pulte has caused the main in Phase III ("Pulte Phase III Main"), connecting to the Pump Station, to be constructed of adequate size to accept sewage from Somerset, the Alberto Tracts and other portions of the Lower Crum Creek Watershed to be served by the mains constructed by Paper Mill ("Paper Mill Mains"), from the proposed point of connection of the Paper Mill Mains to the Phase III Mains. Paper Mill shall also construct a main along Pennsylvania Route 252 terminating at the southern end of the Alberto Tracts of sufficient size and capacity to permit extension thereof to serve the areas of the Lower Crum Creek Watershed north of the southern edge of the Alberto Tracts. Paper Mill shall also cause to be constructed within Somerset, a main extension to the eastern end of the Somerset Property at

Dogwood Drive of sufficient size and capacity to service the eight residential units located on Dogwood Lane and Dogwood Drive east of Somerset, and will provide a sewer easement for Suburban Swim Club.

b. The Township/Authority may cause to be constructed all other main extensions to connect units within the Lower Crum Creek Watershed to the collection system constructed by Paper Mill and/or Pulte, or directly to the Conveyance Facilities Pump Station. The cost of such main extension shall be borne by the Township/Authority but may be funded by the issuance of debt obligations, the repayment of which, including principle and interest, may be included by the Township/Authority in the operation and maintenance expenses of the sewer system for the purpose of establishing user fees pursuant to paragraph 11 below.

11. Creation of User Fee and Tapping Fees by Newtown Township.

a. The Service Agreement between the Township and CDCA provides that the treatment of sewage conveyed to CDCA by the Township shall be charged to the Township at a per unit rate established by CDCA. The Township shall add, to this cost of treatment, its normal administrative costs; reserves for operation and maintenance; costs for the payment of principal and interest on any debt obligation for the extension of mains, the Springton Pointe Treatment System or increased fees for becoming a member of CDCA; and, the cost of operation and maintenance of the Springton Pointe Treatment System.

b. The Township shall establish a uniform rate district ("District") for all users in the Lower Crum Creek Watershed serviced by the Springton Pointe Treatment System and the CDCA System. The cost for treatment, on a per unit basis, shall be determined by providing annual income necessary to discharge the expenses of the Township set forth in Paragraph 11a

above. The rates charged within the District shall be uniform regardless of whether sewage treatment is provided within the Springton Pointe Treatment System or through the CDCA System.

c. The Township may establish tapping fees in accordance with the requirements of applicable law. As a result of the investments being made by Pulte and by Paper Mill, the units to be constructed as part of Pulte's Development, as well as the units to be constructed on the Alberto Tracts and in Somerset, shall all be exempt from the payment of tapping fees. It is hereby acknowledged by the Township, Pulte and Paper Mill that the investment to be made by Pulte and Paper Mill in the construction of the Conveyance Facilities and in the payment of the Service Agreement fees charged to Newtown Township by CDCA, at least equal the reasonable tapping fees which could be charged to the Somerset, Alberto Tracts and Pulte's Development units.

12. Area of the Township Designated to be served by Little Washington. Newtown Township, its Authority and Little Washington will proceed in good faith to pursue Little Washington's proposal to permit a treatment facility, to be owned and operated by Little Washington and to be located on the Old Masters property or substitute property, in order to provide wastewater service to the Upper Crum Creek Watershed of the Township, as defined on the map attached hereto as Exhibit "M". The Township and/or its Authority plan to install (or cause to be installed) and own the collection system that will be connected to Little Washington's treatment plant. Neither the Township nor the Authority have any present intention to own the proposed plant. Consistent with the above, the Township and its Authority will support Little Washington's application for service and a franchise area before

the Pennsylvania Public Utility Commission for the Upper Crum Creek Watershed. The Township also agrees that in making future Act 537 Plan determinations Little Washington's ownership and operation of a treatment plant will be considered. If the Township desires to proceed with an Upper Crum Creek Plant before Little Washington is ready to move forward with a proposal for that plant, the Township may make a good faith proposal to Little Washington, setting forth in writing, the terms pursuant to which the Township intends to move forward. Little Washington shall have thirty (30) days to accept the proposal terms, in which case, said terms (which may be modified by agreement between Little Washington and the Township) shall govern implementation, by Little Washington, of the Upper Crum Creek Plant. If Little Washington does not accept the proposal (or agree to a modified proposal with the Township) the Township may implement the terms of the proposal without further obligation to Little Washington.

13. **Building Permits.** It is the understanding of the Township, Pulte and Paper Mill that sewer permits for projects for which a building permit has been issued within a year are not subject to suspension by a sewer moratorium issued by DEP. Therefore, the Township, in recognition of the efforts of Pulte and Paper Mill to fund the CDCA connection, is willing to undertake a building permit program pursuant to which building permits will be issued without payment of the applicable fees (except for the portion thereof which covers the Township's cost of the initial building plan review) until ten (10) years from the date of issuance, or such earlier date that Pulte or Paper Mill commence construction of that particular unit under that particular building permit. All of the building permits issued under this program will be reissued by the Township annually, without costs to Pulte or Paper Mill, until construction

actually commences under a particular building permit. Upon commencing construction of a particular unit, Pulte and Paper Mill shall pay the then applicable permit fees charged by the Township for the issuance of that particular building permit, less the amount previously paid for the initial building plan review. The Township hereby agrees to create, through Ordinance or Resolution, a building permit program permitting the obtaining of building permits for units within the Lower Crum Creek Watershed for which a land development plan has been duly approved, prior to the submission and approval of all building plans therefor; with the payment of additional fees as necessary plan reviews are conducted and as construction commences. It is the intent of this paragraph to provide a system which will permit Pulte and Paper Mill to obtain building permits and maintain them on a yearly basis so that all units in Somerset and on the Pulte Property, as well as on the Alberto Tracts, once they receive land development approval, can, from the time that they are subject to an approved final land development plan, be granted renewable building permits in support of the sewer permits issued therefor.

14. Little Washington and SES Contracts: In consideration of the support of the Township and Authority in the application process by Little Washington for a franchise area in the Upper Crum Creek Watershed and its efforts to enter a mutually acceptable Management Agreement for the Springton Pointe Treatment System, Little Washington and SES, as well as Paper Mill, hereby mutually agree to terminate the Little Washington Contract and the SES Contract, effective upon the final issuance of all Approvals necessary for the connection of the Allocated CDCA Capacity, including Somerset and the Alberto Tracts, to the CDCA System. If this Agreement terminates for any reason, including for the reason that said Approvals are not granted by December 31, 2002 (or March 31, 2003, if the Township elects under Section 2

above to extend the Approvals deadline thereto), the Little Washington Contract and SES Contract shall remain in full force and effect, unless subsequently terminated in writing by the parties thereto.

15. Failure to Obtain Necessary Approvals.

a. The parties hereto agree and understand that in order to connect to the CDCA System certain Approvals, including planning approvals and permit approvals for the construction of the Conveyance Facilities, must be obtained from DEP and other federal, state and local agencies. If all of these Approvals are not obtained by December 31, 2002, or March 31, 2003, if the Township elects under Section 2 above to extend the Approvals deadline thereto, Paper Mill and Little Washington will be unable to construct and commence operation of the Somerset Plant prior to the time upon which sewage service is needed for Somerset. As a result, Somerset will be required to commence the Somerset Plant and will no longer be able to fund the CDCA Option. Therefore, the parties agree that in the absence of the issuance of all Approvals by December 31, 2002, or March 31, 2003, if the Township elects under Section 2 above to extend the Approvals deadline thereto, this Agreement shall terminate.

b. In order to continue construction of Phase III in a manner which would permit this Agreement to be implemented, Pulte has been, and will continue to be, constructing its improvements in Phase III in a manner which is consistent with this Agreement and in excess of the requirements under its approved plans for Phase III. The cost of that additional construction is set forth in a schedule attached hereto as Exhibit "J". The Township and Paper Mill hereby agree that, if this Agreement is terminated pursuant to subsection "a" of this

paragraph by reason of the failure to obtain necessary Approvals, Pulte shall not bear the sole cost of the additional improvements it will have constructed to that time. Therefore, Newtown and Paper Mill hereby each agree to reimburse Pulte for 1/3rd of the cost of said improvements pursuant to the schedule attached hereto as Exhibit "J". The total reimbursement obligation of Township hereunder shall not exceed \$60,000.00 (\$80,000 if the Township elects to extend the Approvals deadline beyond December 31, 2002). If the costs in Exhibit "J" exceed \$180,000.00 (\$240,000 if the Township elects to extend the Approvals deadline beyond December 31, 2002), the excess shall be paid equally by Paper Mill and Pulte. The right to enforce this covenant of reimbursement shall survive the termination of this Agreement.

16. Default. In the event of a default by any party to this Agreement of any material obligation or duty imposed hereby, any non-defaulting party shall be entitled to all rights and remedies available at law or in equity, including the right to specific performance of this contract.

17. Miscellaneous.

a. Neither the Township nor Pulte nor Paper Mill shall do anything, without prior mutual agreement of all three parties to request or cause DEP or any governmental authority to revoke any permit for any portion of this project and all of the parties shall cooperate fully to prosecute this Agreement to its final completion. Pulte and Somerset may each assign their rights, under this Agreement, in whole or in part, to any successor in interest of either of them in and to any portion of Somerset, the Alberto Tracts or Pulte's Development, without the written consent of the Township. However, the rights of such Assignee shall be subject to the performance of Assignor's obligations under this Agreement to the same extent that they would

have been if retained by Assignor. Pulte and Somerset may not each assign or delegate their responsibilities under this Agreement, in whole or in part, to any successor in interest in and to any portion of Somerset, the Alberto Tracts or Pulte's Development, without the written consent of the Township, which consent shall not be unreasonably withheld, conditioned or delayed. However, any assigning party shall provide the Township immediately upon the execution of any such assignment a full and complete copy thereof evidencing the assignment as reflected therein. Further, any such assignment shall not relieve the assignor of any of its obligations or liabilities hereunder, unless released therefrom by the Township in writing, which release shall not be unreasonably withheld, delayed or conditioned.

b. Any notice required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed, postage pre-paid by registered or certified mail, return receipt requested, or sent by recognized overnight courier service (e.g. Federal Express), or by facsimile transaction with an original by overnight delivery service as follows:

to the Township: Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

with a copy to: Robert Sugarman, Esquire
Sugarman & Associates
Robert Morris Building, 7th Floor
100 N. 17th Street
Philadelphia, PA 19103

and to the Township Engineer: Peter Krasas, Jr. & Associates
55 Country Club Drive, Suite 100

Downingtown, PA 19335

to Paper Mill:

Paper Mill Holding Company, Ltd.
110 Gallagher Road
Wayne, PA 19087

with a copy to:

John C. Snyder, Esquire
Saul Ewing LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087

to the Pulte:

Kenneth Brzozowski
Pulte Homes
1100 Northbrook Drive, Suite 200
Trevose, PA 19053

with a copy to:

William T. Dion, Esquire
Kaplin, Stewart, Meloff Reiter & Stein, P.C.
350 Sentry Parkway, Building 640
Blue Bell, PA 19422-0765

to Little Washington:

Anthony Donatoni
Philadelphia Suburban Water Company
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

with a copy to:

Mark J. Kropilak, Esquire
Vice President and General Counsel
Philadelphia Suburban Water Company
762 Lancaster Avenue
Bryn Mawr, PA 19010

to the SES:

Anthony Donatoni
Philadelphia Suburban Water Company
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

with a copy to:

Mark J. Kropilak, Esquire
Vice President and General Counsel
Philadelphia Suburban Water Company

762 Lancaster Avenue
Bryn Mawr, PA 19010.

to the Association

with a copy to:

Michael F. X. Gillin, Esquire
Michael F. X. Gillin & Associates
230 North Monroe Street
P.O. Box 2037
Media, PA 19063

to the Authority:

Newtown Township Municipal Authority
209 Bishop Hollow Road
Newtown Square, PA 19073

with a copy to:

Bruce A. Irvine, Esquire
Bruce A. Irvine & Associates, P.C.
117-119 North Olive Street
Media, PA 19063

c. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership or any similar relationship between the parties.

d. Time is of the essence of this Agreement and all items, terms and conditions hereof.

e. This Agreement has been prepared by and through the joint effort of the parties hereto and shall not therefore be interpreted or applied more strictly against one party than the other, or more favorably to one party than the other.

f. The failure by any party hereto to insist upon strict compliance with any of the terms, covenants or conditions contained herein shall not be deemed a waiver of such terms, covenants or conditions and no waiver or relinquishment of any right or power hereunder shall at any time be deemed a waiver or relinquishment of any right or power provided herein at any other time.

g. The caption headings the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of their respective sections.

h. This Agreement shall be governed by the law of Commonwealth of Pennsylvania, without regard to choice of law provisions.

i. This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original and all of which together shall constitute one in the same instrument.

j. This Agreement may not be amended except by an instrument in writing signed

CONTINUED ON NEXT PAGE

by the parties.

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

Paper Mill Holding Company, Ltd.

By: C.F. Holloway, III, Paper Mill, Inc., general partner

by: [Signature]

And By: TEC - Paper Mill, Inc., general partner

by: [Signature]

Attest:

[Signature]

Pulte Homes, Inc.

By: [Signature]

Attest:

Little Washington Wastewater Company

By: [Signature]

Attest:

Suburban Environmental Services Company

By: [Signature]

Attest:

[Signature]

Springton Pointe Community Sewer Association

By: [Signature]

Signatures Continued on the Following Page

APPENDIX Z

MARPLE TOWNSHIP ACKNOWLEDGEMENT

TOWNSHIP OF MARPLE

BOARD OF COMMISSIONERS

MICHAEL K. MOLINARO, PRESIDENT
JOHN J. LUCAS, VICE PRESIDENT
TRUDY RIDDELL
JAN G. CETON
JIM BALK
JOHN R. LONGACRE, II
DANIEL D. LEEFSON

ANTHONY T. HAMADAY
TOWNSHIP MANAGER

SHARON L. ANGELACCIO
TOWNSHIP SECRETARY

J. ADAM MATLAWSKI, ESQ.
TOWNSHIP SOLICITOR



227 SOUTH SPROUL ROAD
BROOMALL, PA 19008-2397

JOHN P. CAPUZZI, JR.
TREASURER

KATHLEEN M. YANOSKAK
CONTROLLER

EDWARD E. O'LONE, CPA
DIRECTOR OF FINANCE

JOSEPH C. ROMANO
DIRECTOR OF CODE ENFORCEMENT

EDWARD T. CROSS
DIRECTOR OF PUBLIC WORKS

JAMES W. MACCOMBIE, P.E., P.L.S.
TOWNSHIP ENGINEER

JAN G. CETON
EMERGENCY MANAGEMENT COORDINATOR

October 19, 2011

Michael Trio
Township Manager
Newtown Township
209 Bishop Hollow Road
Newtown Square, PA 19073

RE: Newtown Township's CDCA Connection - Marple Township

Dear Mr. Trio:

Please accept this letter as Marple Township's acknowledgement of Newtown Township's proposed connection of its sanitary sewer system to the Central Delaware County Authority's sanitary sewer manhole located in SR 252 in Marple Township. I understand that this acknowledgement is required as part of Newtown Township's Act 537 Sewage Facilities Plan for the extension of public sewers in the Township.

I hope this letter serves your needs. Please let me know if you need additional information.

Very truly yours,


Anthony T. Hamaday
Township Manager

SHERIDAN, BRACKEN & WENKE, LLP

ATTORNEYS AND COUNSELORS AT LAW

101 WEST BALTIMORE AVENUE

P.O. BOX 1940

MEDIA, PENNSYLVANIA 19063-8940

MICHAEL F. WENKE

HUGH J. BRACKEN

J. MICHAEL SHERIDAN*

PHONE (610) 565-7770

FAX (610) 565-4012

* ALSO MEMBER OF NJ AND NY BAR

September 27, 2011

Mr. Anthony Hamaday
Marple Township Manager
227 South Sproul Road
Broomall, PA 19008

RE: Newtown Township Sewer Line

Dear Mr. Hamaday:

As per our recent meeting, I am writing on behalf of Newtown Township and the Newtown Township Municipal Authority with regard to its plan to bring public sewer service to the western half of Newtown Township. As you may be aware, through its membership in the Central Delaware County Authority, Newtown was provided capacity to allow it to expand its public sewer system. To access the CDCA system at its nearest point, it will be necessary for Newtown to run a sewer line along 252 to the connection point adjacent to Delaware County Community College. As you are aware, that connecting sewer line will be required to run along a portion of Route 252 within Marple Township. Therefore, for 537 planning purposes and as a matter of courtesy to a neighboring municipality, I wanted to make you aware of this situation. It would be appreciated if you could provide me with a letter on behalf of the Township acknowledging the necessity of Newtown's line having to travel along a portion of Route 252 within Marple Township to connect to the CDCA system and that there is no objection to this arrangement.

If you should have any questions about this request, please do not hesitate to contact me. I look forward to your anticipated cooperation.

Very truly yours,


J. Michael Sheridan

JMS/ma

cc: Joseph Sweeney, Chairman
Newtown Township Municipal Authority

Michael Trio, Newtown
Township Manager

Jamie MacCombie, P.E.

Central Delaware County Authority
Capital Cost - Valuation of Existing System
Distribution of Contribution to Existing Members

10/31/07

	Original System	Crum Creek Extension to Maple	Crum Creek Extension To Trout Run	Crum Creek Pump Station 1953	Crum Creek Extension To Palmer's Run	Crum Creek Pump Station 1979	Crum Creek Pump Station 1991	Crum Creek Pump Station 2001	Crum Creek Pump Station 2005	Capital Buy in Existing System	Credit Applied from Service Agreements	Total Cost	Operating Reserve	TOTAL
Maple Township	\$ 34,347.52	\$ 72,057.33	\$ 41,120.95	\$ 14,560.52	\$ 31,322.97	\$ 50,395.02	\$ 16,909.67	\$ 5,469.43	\$ 37,763.43	\$ 315,550.35	\$ 47,339.25	\$ 759,021.10	\$ 36,715.00	\$ 305,737.10
Marion Borough	\$ 12,184.09	\$ 25,322.40	\$ 14,552.84	\$ -	\$ 11,092.92	\$ -	\$ -	\$ -	\$ -	\$ 63,342.26	\$ 16,977.52	\$ 48,384.74	\$ 13,002.00	\$ 58,386.74
Nether Providence Township	\$ 23,158.81	\$ 40,612.44	\$ 27,737.80	\$ 9,521.85	\$ 21,128.66	\$ 41,076.95	\$ 12,754.69	\$ 4,363.50	\$ 25,135.75	\$ 243,803.05	\$ 32,337.03	\$ 181,485.02	\$ 24,786.00	\$ 206,272.02
Prospect Park Borough	\$ 24,915.10	\$ 52,278.35	\$ 29,829.54	\$ -	\$ 22,721.99	\$ -	\$ -	\$ -	\$ -	\$ 129,745.58	\$ 34,775.60	\$ 94,973.39	\$ 25,534.00	\$ 121,504.39
Ridley Park Borough	\$ 29,993.79	\$ 02,911.23	\$ 35,896.57	\$ -	\$ 27,343.42	\$ -	\$ -	\$ -	\$ -	\$ 159,135.00	\$ 41,948.00	\$ 114,285.40	\$ 32,052.00	\$ 146,337.40
Ridley Township	\$ 96,228.00	\$ 201,803.19	\$ 115,204.08	\$ 10,657.41	\$ 87,754.17	\$ 44,572.15	\$ 13,839.81	\$ 4,725.10	\$ 27,273.81	\$ 607,165.31	\$ 174,306.16	\$ 467,852.37	\$ 162,853.00	\$ 570,775.37
Rutledge Borough	\$ 2,831.04	\$ 5,841.91	\$ 3,390.40	\$ -	\$ 2,502.58	\$ -	\$ -	\$ -	\$ -	\$ 14,745.80	\$ 3,852.55	\$ 10,794.24	\$ 3,027.00	\$ 13,821.24
Springfield Township	\$ 42,544.71	\$ 89,476.07	\$ 51,054.21	\$ 9,876.41	\$ 38,895.42	\$ 41,724.93	\$ 12,955.25	\$ 4,432.53	\$ 25,531.02	\$ 315,604.57	\$ 89,519.58	\$ 257,155.02	\$ 45,505.00	\$ 302,759.02
Swarthmore Borough	\$ 21,224.29	\$ 44,112.57	\$ 25,170.22	\$ 1,718.56	\$ 19,172.85	\$ 7,179.27	\$ 2,228.11	\$ 752.67	\$ 4,392.82	\$ 125,700.44	\$ 29,343.72	\$ 96,416.72	\$ 22,473.00	\$ 110,889.72
	\$ 757,309.43	\$ 602,826.49	\$ 343,925.52	\$ 46,733.25	\$ 262,008.99	\$ 185,455.33	\$ 50,557.34	\$ 20,763.63	\$ 119,696.52	\$ 1,539,347.00	\$ 401,003.00	\$ 1,509,347.00	\$ 207,113.00	\$ 1,846,460.00

"B"

Table 3.2.2.a - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Gallons per Person per Day

	Gallons per day per Person	Person per EDU
Airports (per passenger)	5	52
Country Club (per member)	100	2.5
Dwellings		
Boarding House	50	5
Multi-family (apartment)	65	4
Factory (per employee, exclusive of industrial waste)	35	7.5
Hospital (per bed space)	350	0.75
Hotels	60	4
Institutions other than hospital (per bed space)	125	2
Laundries, self serve	50	5
Mobile Home Park (per space)	250	1
Restaurants (per seat)	25	10
with bar/cocktail lounge	27	9
Schools		
Boarding	100	2.5
Day, without gyms, cafeterias, or showers	15	17
Day, with gyms, cafeterias, or showers	25	10
Day, with cafeteria, without gyms or showers	20	13
Service Station (per vehicle served)	10	26
Swimming Pools	10	26
Theaters (per seat)	1	260

Table 3.2.2.b - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Building Gross Square Footage

	Gallons per day per gross square ft.	Gross square ft. per EDU
Office Buildings	0.09	2900
Medical Office Building	0.62	425
Warehouse	0.03	8750
Retail Store	0.05	5250
Supermarket	0.2	1300
Drug Store	0.13	2000
Beauty Salon	0.35	750
Barber Shop	0.2	1300
Department Store (with lunch counter)	0.08	3250
Department Store (without lunch counter)	0.04	6500
Banks	0.04	6500
Service Station	0.18	1450
Laundries & Cleaners	0.31	850
Laundromats	3.68	70
Shopping Centers	0.18	1450

Uses not described or justification of flows differing from tables shall be based upon water usage records

to be used for flow allocation purposes only

"C"