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May 14, 2018

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2018 MAY 14 PM 2:41
PA PUC
SECRETARY'S BUREAU
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Via Hand Delivery

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

In re: Docket No. A-2018-3001582
Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 1102, 1329 and 507
of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets
of East Bradford Township

Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "Company") in connection with its above referenced Application, filed with the Public Utility Commission on May 1, 2018, pursuant to Sections 1102, 1329 and 507 of the Public Utility Code, for approval of the acquisition of the wastewater system assets of East Bradford Township. The Bureau of Technical Utility Services is reviewing the Application and has asked that we provide additional information as follows:

INFORMATION REQUEST:

Exhibit C to the Right of Way Agreement dated June 18, 1992.

RESPONSE:

A copy of Exhibit C is provided on the CD included with this letter.

INFORMATION REQUEST:

Exhibits A and B to the Intergovernmental Cooperation Agreement dated July 14, 1992.

RESPONSE:

A copy of Exhibit A is included with this letter. A copy of Exhibit B is provided on the CD included with this letter.

Aqua believes that, with this letter and enclosures, it has complied with the Bureau of Technical Utility Services requests for supplemental information and asks that the Public Utility Commission acknowledge that the Application has been perfected. Please contact me with any questions about this matter.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

cc: Certificate of Service (w/encl.)
Alexander Stahl, Esquire (w/encl.)
Ross A. Unruh, Esquire (w/encl.)

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**EXHIBIT A TO THE INTERGOVERNMENTAL
COOPERATION AGREEMENT DATED
JULY 14, 1992**

AGREEMENT

THIS AGREEMENT made this 11th day of January, 1984, by and between the BOROUGH OF WEST CHESTER ("Borough"), and the TOWNSHIP OF EAST BRADFORD ("Township").

W I T N E S S E T H:

WHEREAS, the Borough has constructed a sewer system ("Borough System") and a waste water treatment plant ("Treatment Plant"); and

WHEREAS, Robert Bruce Balbirnie ("Developer") has applied for and received from Township, tentative approval for the development of a planned residential development known as "Bradford Square" which shall consist of 70.3 acres located on a tract of land bound on the north by Strasburg Road, on the east by Bradford Avenue, on the west by Highland Road, and on the south by Hillsdale Road along the northwest boundary of the Borough; and

WHEREAS, the Township anticipates that certain sewage collection facilities, including gravity sewer mains, manholes, pump station and pressure mains will be constructed by Developer as a result of the development of Bradford Square; and

WHEREAS, the aforementioned Developer plans to construct 255 townhouses and 17 single family homes; and

WHEREAS, in addition to Bradford Square, there are in the Township existing and potential residential developments and the Daily Local News, a local newspaper, from which requests have been received by Township for public sewer service; and

WHEREAS, Township does not have a sewer system and waste water treatment plant in which to receive and treat the sewage flows from Bradford Square when the aforementioned sewage facilities are constructed by Developer or from the other developments; and

WHEREAS, the Borough is reconstructing and otherwise upgrading its Taylor Run Waste Water Treatment Plant; and

WHEREAS, Township proposes that once the aforementioned sewage facilities are constructed and the Borough's Taylor Run Waste Water Treatment Plant is upgraded, the Borough receive from Township and treat the Bradford Square Run and the other sewage flows; and

WHEREAS, the Borough has expressed its desire to receive from Township, at a point designated along the boundary line between Borough and Township, those sewage flows emanating from Bradford Square and the other developments, and to transport said sewage to the Borough's Taylor Run waste water treatment plant and to treat said sewage pursuant to the terms and conditions of this Agreement hereinafter set forth; and

WHEREAS, it is in the public interest, in order to provide for the health and safety of the residents of the communities involved in this Agreement, that this Agreement be entered into.

NOW THEREFORE, the parties hereto, each binding itself, its successors and assigns, and each representing that it has proper legal authority to enter into this contract, and each intending to be legally bound hereby, do mutually represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Defined Terms. The terms defined in this Article I, as well as those defined in the preambles, wherever used or referred to in this Agreement, shall have the following respective meanings unless a different meaning clearly appears from the context:

A. "Average Daily Flow" shall be calculated by dividing total Sewage Wastes flows under consideration for the ninety (90) days immediately preceding the date of calculation by the number ninety (90).

B. "B.O.D." (Biochemical Oxygen Demand) means the quantity of oxygen expressed in milligrams per liter, utilized in biochemical oxidation of organic matter under standard laboratory procedure for five days at 20½ Centigrade. The standard laboratory procedure shall be that found in the

latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.

C. "Bonds" shall mean any notes, bonds or other debt obligations authorized and issued by either Borough or Township respectively, for the purpose of financing facilities covered by this Agreement, or to refund the same.

D. "Consulting Engineers" means an engineering firm or professional engineer having a favorable repute for skill and experience in the construction and operation of sewer systems and sewage treatment plants, who is registered in Pennsylvania.

E. "Debt Service" means, with reference to a particular period and with respect to the Bonds under consideration, the sum of (1) interest payable on the Bonds during such period, (2) for the principal amount of the Bonds, if any, maturing by their express terms during such period, except any term Bonds which are to be retired at or prior to maturity through mandatory sinking fund payments made at regular intervals, and (3) any amounts to be transferred as a mandatory sinking fund payment to any debt service or analogous fund calculated to be available for the redemption at or prior to maturity of the term Bonds under consideration.

F. "Domestic Waste" means normal household wastes from kitchens, water closets, lavatories and laundries.

G. "Equivalent Dwelling Unit" means any private dwelling or living unit, as hereinafter defined, or, in the case of non-residential establishments, shall be computed by the Borough on the basis of one equivalent dwelling unit for each 250 gallons of water consumed per day, or 250 gallons of water per day discharged to the Sewer System, as applicable; the daily consumption or discharge to be determined by averaging the quarterly total over the number of days per quarter.

H. "Industrial Wastes" means any and all wastes discharged from an industrial establishment, other than Sanitary Sewage.

I. "mg/l" means milligrams per liter.

J. "Private Dwelling or Living Unit" means a room or group of rooms, structure, apartment, mobile home or other building or structure intended for habitation by a person or persons living together as a family unit.

K. "pH" (Hydrogen Ion Content) means the logarithm of the reciprocal of the concentration of hydrogen ions, indicating the degree of acidity or alkalinity of a substance.

L. "Point" or "Points of Connection" means a point or points at which any party hereto connects collector or interceptor sewer mains over which it has exclusive use and control to (i) a collector or interceptor sewer main which is owned by another municipality or authority and jointly used by said party and such other authority or

municipality, or (ii) an interceptor sewer or pump station owned by the Borough. Points of Connection are indicated on Exhibit " " attached hereto and made a part hereof by reference.

M. "Reserved Capacity" means capacity in the respective facility, in the maximum quantities set forth in Section 2.02 hereof, allocated to each respective party to this Agreement and reserved for their exclusive use.

N. "Sanitary Sewage" means all water carried Domestic Waste from sanitary conveniences of residences, offices, hotels, stores, restaurants, hospitals, schools, commercial establishments, industrial establishments and similar services.

O. "Sewage Collection System" means all of the sewage collector facilities constructed or to be constructed by any of the parties to this Agreement for the respective municipality and which are connected to the Treatment Plant and include sewers, interceptors, force mains, metering devices, pumping stations and other appurtenances.

P. "Sewage Wastes" means Sanitary Sewage.

Q. "Slug" means any discharge of Sewage Wastes which, for a period of fifteen minutes shall exceed five times the Average Daily Flow. The term particularly applies to the sudden emptying of large vats, tanks, or swimming pools into the sewage system.

R. "Total Cost of Operating and Maintaining" shall, with reference to any particular facility, mean the actual costs and expenses required in the operation, repair and maintenance thereof, including, in each case, without intending to limit the generality of the foregoing, electric power, labor, materials and supplies, equipment and fixtures, administration costs directly attributable to the particular facility, and all contract services, less any federal or state grants, which are specifically designated by the granting agency to be reimbursement for operation and maintenance.

S. "Total Project Cost" means the actual total cost of the construction of any facility or additions or improvements, enlargements or modifications thereto, required by this Agreement, calculated in the following manner:

1. The amount actually paid under the contract or contracts for acquisition or construction of the facilities under consideration;

2. All actual costs and expenses of engineering, financial, administrative, and legal services, site acquisition, rights-of-way, privilege rights, licenses, easements and other interests in real property, and financing costs directly attributable to such facilities under consideration; and

3. Temporary loans, including interest thereon, during construction received in anticipation of

receipt of construction grants, but only to the extent such loans and/or interest thereon shall not be paid from the proceeds of such grants.

T. "Total Solids" shall mean solids that either float on the surface of or are in suspension or dissolved in water, sewage or other liquid, and which are determined by laboratory analysis.

ARTICLE II

TERMS OF AGREEMENT

Section 2.01. Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in effect until terminated by mutual agreement of all parties; provided, however, that it shall not be terminated as long as any Borough of West Chester Bonds secured by revenues from any facilities are deemed to be outstanding.

Section 2.02. Reserved Capacity.

A. Subject to the payment of charges and subject, also, to the limitations of this Agreement, but after completion of the upgrading of the Taylor Run Waste Water Treatment Plant, and after the Borough's Consulting Engineer's certification that said Plant may receive the sewage wastes in a quantity equal to the design capacity without violating the Plant's effluent standards imposed by the United States Environmental Protection Agency and the

Pennsylvania Department of Environmental Resources, the Borough grants unto the Township the right, during the term of this Agreement to discharge sewage wastes into the Borough's sewage collection system at a Borough interceptor in the maximum quantity of 100,000 gallons per day and Borough agrees to convey, treat and dispose of the same if approved by and in the manner approved by DER and in accordance with the terms and conditions herein set forth. If the Township does not pay for all of its reserve capacity prior to January 1, 1988, any portion of the reserved capacity not yet used shall be lost by Township; and in such event Borough would be free from its obligation under this Agreement to reserve that capacity thereby able to recommit capacity to another party. The receipt and treatment of industrial wastes or wastes are not within the scope of this agreement and therefore East Bradford shall not discharge or delivery industrial wastes to the Borough of West Chester.

B. Township shall arrange for and pay the entire costs of the installation, construction and maintenance of its connection to the Borough system referred to in Section 2.02 (A).

C. Said connection shall be constructed according to the Borough's specifications, approved by the Borough's Consulting Engineer and construction of said connection shall not commence until after receipt of notice to proceed is received by Township from the Borough's Consulting Engineer.

D. Township shall pay the entire cost of the installation and construction of any modifications of the Borough's Sewer Collection System, (in particular, the installation of a new twelve (12) inch gravity line in Bradford Avenue from the site to the manhole in Route 322, all as finally determined by the Borough's Consulting Engineer) which will be required by the increased flows under this Agreement.

E. Said modifications, if any, shall be those recommended by the Borough's Consulting Engineer and also said modifications shall be accomplished according to the Borough's specifications approved by the Borough's Consulting Engineer.

F. When the Borough's Consulting Engineer certifies that the modifications to the Borough's sewer system, and in particular the new gravity line in Bradford Avenue, are complete, Township shall offer same to the Borough which, when accepted, shall then be owned, operated and maintained by the Borough.

G. If the capacity of the Borough's Taylor Run waste water treatment plant and related facilities is rerated downward so that capital expenditures will result, each party hereto shall have the obligation to provide its proportionate share of the required capital, said share to be in the same proportion as the Township's reserved capacity is to the total design capacity of the facilities.

Section 2.03. Delivery of Sewage Wastes.

A. Except as herein otherwise provided, all sewage wastes up to and including the capacities reserved herein, originating in the Township's collection system, shall be delivered to the point of connection for transportation to and treatment at the treatment plant and no sewage wastes from the Township's sewage collection system shall be diverted, directly or indirectly, to another treatment facility until the reserved capacity is reached.

B. The Township agrees that wastes which are delivered to the Borough shall be Sanitary Sewage only and shall emanate only from Bradford Square, the Daily Local News and near by residential developments designated by Township. Wastes shall not emanate from elsewhere within or without the Township unless prior permission is received from the Borough.

ARTICLE III

OPERATIONS AND ENFORCEMENT

Section 3.01. Meter Stations. At the point of connection indicated hereinbefore, a meter station for the purpose of measuring the flow through such point shall be installed by and at the expense of Township but offered to and owned by Borough. Meters shall be of the continuous reading type which establish daily flows. The expense of maintaining and operating said meter station shall be borne

by Township and shall be included in the Total Cost of Operating and Maintaining said facility.

Section 3.02. Facilities Insurance.

A. The Borough and Township shall insure or cause to be insured their respective facilities (i.e., including but not limited to treatment plant, capital additions and interceptors) in a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and against such other risks and in such amounts as usually are carried upon, or with respect to, like property in Pennsylvania.

B. In the event that it shall become necessary to make any repair, replacement or reconstruction of any of Borough's said facilities, or any portion thereof, and there are insufficient funds available from insurance proceeds to pay the costs and expenses thereof, other than insufficiency caused by a breach of subsection A above, Township shall pay as its share of the costs of such repair, replacement or reconstruction as exceed the insurance proceeds as its reserved capacity bears to the total design capacity of the damaged or destroyed facility. Payment of such share shall be made in accordance with Section 8.04 hereof.

Section 3.03 Compliance With Laws. The parties hereto agree to comply with all applicable present and future Pennsylvania or United States laws, rules,

regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

Section 3.04. Upgrading of Treatment Facility.

A. If DER or any other governmental body having jurisdiction orders the Borough to intensify the degree of treatment at the Treatment Plant or to modify or improve the Treatment Plant, or any portion of the sewer collection system receiving sewage wastes from East Bradford Township, then each party hereto shall pay the same share of the total project costs of such intensification or modification or improvements as its reserved capacity bears to the total design capacity of the abovementioned facilities; provided, however, in the case of modifications or improvements to the aforementioned facilities, nothing contained herein shall be deemed or construed to require the Borough to modify or improve the above referenced facilities where the purpose of such modifications or improvements is to provide additional treatment capacity for Township. Payment of such share shall be made as a lump sum capital contribution.

Section 3.05. Sewage Wastes Samples. Samples of sewage wastes and data from the meter station may be obtained and analyzed by either party at any place and at any time in order to insure compliance with the terms of this Agreement. Each party shall have the right to have a representative

present when such samples and/or data are obtained, but such right shall not limit any party's right of access to the metering station to obtain such samples and/or data.

Section 3.06. Flow Records. For the purpose of determining and calculating the volume and/or character of sewage wastes discharged from Township's collection system, the following methods shall be used:

A. All meters shall be inspected, calibrated and tested for accuracy at least semi-annually by the party operating them. Reports of such inspection shall be made directly to the other party using the meter. The cost of such inspection and the cost of any repair or replacement necessitated by such inspection shall be borne by the Township.

B. In the case of a missing flow record due to faulty meter registration or otherwise, an estimate of flows will be made, for purposes of determining volume of sewage wastes discharged. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by the Borough.

C. Meter records and meter installations of one party hereto shall be made available and accessible to any other party hereto upon request therefor. The record of Sewage Wastes flows through recording meters operated and maintained by any one party will be forwarded to any other party jointly using the meter on or before the fifteenth day

of the first month of each calendar quarter showing the total daily Sewage Wastes flows discharged during the previous quarter.

Section 3.07. Facilities Records. Each party hereto agrees to make available at all reasonable times to the other party hereto, its agents, servants, employees and representatives, access to all of its records pertaining to cost of acquisition, construction, operation and/or maintenance of each of the facilities owned or operated by it.

ARTICLE IV

SAVE HARMLESS AGREEMENT

Section 4.01. Indemnity. Each of the parties hereto agrees to indemnify and save harmless any other party against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of any such party, its respective servants, agents or employees, or resulting from the failure of the treatment plant, capital additions, interceptor, lines leading thereto or sewage collection system, to properly function due to such negligence.

ARTICLE V

INFILTRATION AND INDUSTRIAL WASTES PROHIBITION

Section 5.01. Infiltration.

A. East Bradford agrees to enact, keep in force and enforce appropriate ordinances to the end that the waters or wastes discharged by any user into its Sewage Collection System shall not contain storm water, sump pump discharges, roof or surface drainage, or any discharges other than Sewage Wastes as herein defined.

B. The source of any excessive infiltration shall be located and corrected by East Bradford.

Section 5.02. Prohibited Discharges. No wastes or other matters having any one of the following characteristics shall be discharged into the East Bradford Sewage Collection System with or without pretreatment:

A. Any liquid or vapor having a temperature higher than 150°F.

B. Any water or waste which contains tars, oils or grease.

C. Any gasoline, benzene, naphtha, fuel oil or other inflammable or explosive liquid, solid or gas.

D. Any garbage that has not been properly shredded.

E. Any exhaust steam or any liquid containing more than 100 parts per million of fat.

F. Any animal hair, ashes, cinders, sand, mud, straw, wood or metal shavings, metal, glass, rags, feathers, tar, plastics, wood, manure or any other solid or viscous substance capable of causing obstruction to the flow in the sewer system or other interference with the proper operation of the sewer system.

G. Any waters or wastes having a pH lower than 6.0 or higher than 8.4 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewer system.

H. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewer system. Toxic wastes shall include, but not be limited to, wastes containing cyanide, lead, copper and/or chromium ions.

I. Any waters or wastes containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment works, except as may be approved in writing by the Consulting Engineer for the Borough.

J. Any noxious or malodorous gas or substance capable of creating a public nuisance.

K. No rates of flow taking on the proportions of a Slug. This applies likewise to Domestic Waste.

L. Radioactive materials.

M. Highly colored waste waters.

N. No cesspool or septic tank discharges, except as may be discharged at the Treatment Plant pursuant to rules and regulations established by the Treatment Plant operator.

Section 5.03. Prohibited Connections. East Bradford shall not permit the connection to its Sewage Collection System of any user discharging any Industrial Wastes.

ARTICLE VI

PARTICULAR SYSTEM OPERATORS' COVENANTS

Section 6.01. Covenants. Upon the execution of this Agreement, Borough and Township covenant as follows:

A. To maintain its Sewage Collection System in good repair and operating condition, and continuously to operate the same;

B. To so operate its facilities (other than treatment plant) as to prevent any sludge from collecting therein;

ARTICLE VII

PARTICULAR SYSTEM OWNERS' COVENANTS

Section 7.01. Borough of West Chester Covenants.

Upon the execution of this Agreement, the Borough covenants as follows:

A. To, or cause the Borough to, maintain the treatment plant and any future capital additions in good repair and operating condition and continuously operate the same.

B. To, or cause the Borough to, accept, transport, and treat the reserved capacity of the Township subject to the provisions of this Agreement.

C. Immediately after any loss or damage to any facility owned by it, or any part thereof, to commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed portion thereof, all according to the plans and specifications therefor prepared by its consulting engineers.

Section 7.02. The Township of East Bradford Covenants. Upon the execution of this Agreement, East Bradford covenants as follows:

A. To diligently proceed with the design, approvals, financing and construction of whatever facilities, if any, need to be installed in the Borough of West Chester according to the Borough's specifications, inspected and tested by the Borough's Consulting Engineer during and after

construction and dedicated to the Borough of West Chester, which interceptor shall be needed to transport up to, but not exceeding, the Township's reserved capacity under this agreement.

B. To diligently proceed with the design, approvals, financing and construction of the sewage collection and related facilities in Township according to Township's specifications which have received prior approval from Borough's Consulting Engineer; which sewer collection and related facilities are needed to collect and transport to the connection point, up to, but not exceeding, Township's reserved capacity under this agreement.

C. To, or cause the Township to, maintain the aforementioned interceptor and facilities in good repair and operating condition and to continuously operate the same.

D. Immediately after any loss or damage to any facility owned by it, or any part thereof, to commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed portion thereof, all according to the plans and specifications therefor prepared by its consulting engineers.

E. To cause to be enacted and to be kept in force and enforced an ordinance compelling all possessors of properties which discharge directly or indirectly into the Treatment Plant to permit the entries and inspections described in Section 5.05 hereof and imposing a meaningful

penalty for the interference with any entry and inspection at all reasonable times.

F. To enact Rules and Regulations using, as a minimum, the standards of Section 5.02 hereof.

G. To annually review their sewer rate impositions for compliance with user charge guidelines and regulations established by the United States Environmental Protection Agency, to revise said rates from time to time to conform with such guidelines and regulations and to maintain such records as will document compliance therewith.

ARTICLE VIII

CHARGES AND PAYMENTS

Section 8.01. Services. The services rendered by Borough to Township are composed of the following, as appropriate:

A. The transportation and treatment of sewage from the Township's system;

B. The reservation of a present allocation in the Taylor Run waste water treatment plant and sewage collection system for transportation and treatment of sewage wastes from the Township in the amount set forth in Exhibit " " hereto.

Section 8.02. Charges.

A. The operator of the Borough's System will charge the operator of the East Bradford System for the

services described in Section 8.01(i) supra, and for a proportionate share of the debt service for the plant, to be computed as follows. ~~Twenty (20) days prior to the end of each quarter as referred to in Section 8.05 herein, Township shall deliver to Borough a list of all customers of the East Bradford sewer system.~~ The Borough will then determine from the records of the West Chester Area Municipal Authority the gallons of water consumed by each East Bradford customer and compute sewer charges based upon the same formula and rate charged by the Borough of West Chester to its customers, as set forth in the Borough's Ordinances, which may be changed from time to time. Where East Bradford customers are not West Chester Area Municipal Authority customers, the Township shall require said customers to install and maintain in good working order a water meter approved by the Township to calculate the amount of sewage for each such customer into the East Bradford System; and Township shall inform Borough of the amount of these flows for the non West Chester Area Municipal Authority customers at the time it submits its customer list to the Borough as set forth herein. Upon receipt of this discharge information, the Borough shall also compute the charges for these customers, applying the same formula and rate applied to Borough customers. The Borough shall add together all such charges and submit one bill to Township which shall show the total of the charges.

B
Council

Township shall then pay the bill as set forth in Section 8.05 and 8.06 herein.

B. ^{addition} At the time of the connection of each Township customer to East Bradford system, Township shall pay to the Borough an initial fee of Fifty (\$50.00) Dollars to cover the start up and other initial costs for the operation and maintenance of the system, *attributed to the new installation* and this charge shall be in addition to any capital payments referred to in Section 8.04 herein.

C. The parties hereto agree that, in the event the Sewage Wastes discharged from East Bradford's Sewage Collection System into facilities of the Borough require special handling or treatment, the total costs incident to providing such special handling or treatment shall be borne solely by East Bradford from whose Sewage Collection System the said Sewage Wastes originate.

Section 8.03. Financial Statement and Records.

To the end that the costs upon which the charges imposed may be readily ascertained, each party hereto covenants to keep accounting records indicating the basis for these charges. Each party hereto covenants to deliver to the other a copy of same if a party is requested to do so.

Section 8.04. Payment of Capital Costs. With respect to the capacity reserved for it in the treatment plant under Section 2.02 hereof, Township shall pay the Borough of West Chester the sum of Fifty-four Thousand Four

Hundred (\$54,400.00) Dollars for 255 townhouses and 17 single family homes contemplated by this Agreement. This money shall be paid in installments as follows: at the time building permits are issued by Township for each phase of the Bradford Square land development, Two Hundred (\$200.00) Dollars for each unit for which a building permit is issued shall be promptly paid by Township to Borough. For example, there are sixty-four (64) townhouses proposed for Phase I. When the building permits for these units are issued by the Township, \$12,800.00 shall be promptly paid to the Borough. Thereafter, and for the other land developments, the Township shall promptly pay to the Borough Two Hundred (\$200.00) Dollars for each equivalent dwelling unit, in addition to those set forth above, at the time building permits are issued for those dwelling units, or when the units are connected to the Township's system, whichever first occurs. Since this Agreement does not contemplate industrial waste connections, the parties do not intend to include charges for these connections at this time; and in the event such connections are permitted by the Borough, the charges for same will be negotiated between the parties on a case by case basis.

Section 8.05. Billing. Bills for East Bradford's charges with respect to the Total Cost of Operating and Maintaining the facilities, due pursuant to Section 8.02 hereof, shall be delivered quarterly, by Borough to Township.

(The initial bill due with respect to the Total Cost of Operating and Maintaining the applicable facility shall be delivered on the first day of January, ^{and} April, July or ~~October~~ next succeeding the date of completion of East Bradford's connection to the Borough of West Chester System as certified by the Borough's Consulting Engineer, and shall include any charges due from such date of completion to such billing date. ^{from the month used} Borough shall also deliver with its bill a copy of the gallons used by each Township customer.

Section 8.06. Payment of Bills. Bills shall be payable at the office of the Borough within thirty (30) days of the date of delivery of the bill. There shall be added a penalty of ten percent (10%) to bills remaining unpaid after thirty (30) days of the date of actual delivery of the bill.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Penalty. Whenever the average of the measured actual daily discharge from the Township for a period of ninety (90) consecutive days exceeds its reserve capacity in the treatment plant, the Borough shall give Township written notice to initiate and diligently pursue action to terminate such excess discharge within the succeeding ninety (90) day period; but in any event the excess discharge shall be terminated within one hundred eighty

(180) days from the above written notice. All legal and equitable procedures are available to enforce compliance with this Section or any other aspect of this Agreement. If the Township shall fail to terminate such excess discharge within the succeeding ninety (90) day period, it shall pay to the operator of the treatment plant into which such excess is being discharged a penalty of twenty-five (25%) percent of the charges imposed pursuant to Sections 8.02 and 8.04 hereof, together with normal treatment charges, plus any fines levied by DER or other governmental agencies due to such excess discharge, from the notification day until such time as the average of the measured actual daily discharge of such party over a period of ninety (90) consecutive days is reduced below the level of said reserved capacity. If such excess discharge continues for more than one hundred eighty (180) days from said notice, the twenty-five (25%) percent penalty imposed hereby shall be increased to fifty (50%) percent for each day after such one hundred eightieth (180th) day.

Section 9.02. Inspection of Books and Records.

Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the pertinent books and records of any other party in order to ascertain the correctness of any figures used in computing the liability of any party to any other party.

Section 9.03. Waiver of Rights. The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

Section 9.04. Modification. This writing constitutes the entire Agreement between the parties and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement may be modified, amended or supplemented by the written agreement of all the parties hereto.

Section 9.05. Necessity of Permits. In the event that DER or any other regulatory body or governmental agency shall fail or refuse to issue any permits which may be necessary to accomplish the intent and purpose of this Agreement, then the parties hereto shall be relieved from further compliance with the terms of this Agreement, except for payments toward any capital costs of any facilities actually being used and services actually being rendered, until such time when such permit or permits shall be issued; and then this Agreement shall become fully operative and the parties hereunder shall be bound by all the terms hereof.

Section 9.06. Contingency. The provisions of this Agreement are contingent upon the new Taylor Run Waste Water Treatment Plant not only operating at the hydraulic and organic capacity designed by the Borough's Consulting Engineer but also with sufficient capacity to permit the

Borough, according to generally accepted engineering principles, to receive and treat from Township the sewage referred to in Section 2.02 herein.

Section 9.07. Severability. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement and the remainder of this Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not been contained herein.

Section 9.08. Meaning of Phrases. When reference is made herein to "each party", or the "respective party" or phrases of similar import, such shall refer to the particular municipality or to its municipality authority, as appropriate under the current circumstances.

Section 9.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be properly executed by the parties hereto and all of which shall be regarded for all purposes as one original and all of which shall constitute and be one and the same.

Section 9.10. Addresses. Whenever a notice is required to be given in writing by mail, the following addresses shall be used unless a different address is specifically called for:

NAME

ADDRESS

BOROUGH OF WEST CHESTER

EAST BRADFORD TOWNSHIP

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST:

BOROUGH OF WEST CHESTER

/ Robert J. Shaw
Secretary

By: / Anthony J. Polito

(SEAL)

ATTEST:

EAST BRADFORD TOWNSHIP

/ John T. Jordan
Secretary

By: / Howard N. McCardle

(SEAL)

ADDENDUM NO. 1

BACKGROUND

On January 11, 1984, the Borough of West Chester ("Borough") and the Township of East Bradford ("Township") entered into an Intergovernmental Cooperation Agreement providing that sanitary sewage emanating in the Township shall be delivered to and treated by the Borough. The Agreement provided for a maximum quantity of 100,000 GPD. Although the Township would be responsible for allocating the aforementioned sewage capacity, it was contemplated that the sewage would be used for a proposed planned residential development known as Bradford Square, the Daily Local News and several residences where the on-site sanitary sewer systems had failed.

In the interim, the Township has requested an additional 75,000 gallon per day capacity for a subdivision and land development known as Sconnelltown Farms. Due to the geographic location of Sconnelltown Farms, if the Borough were to receive and treat its sewage, the appropriate treatment plant would be the Borough's Goose Creek Waste Water Treatment Plant. Currently though, the Borough is operating under a Consent Order with the Pennsylvania Department of Environmental Resources (DER) which prohibits additional connections of sanitary sewer flows to that treatment plant. However, the Borough is willing to receive the Sconnelltown

Farm's sanitary sewage flows for treatment at its Taylor Run Waste Water Treatment Plant up until the time the Goose Creek Waste Water Treatment Plant is certified by DER to be capable to receive additional sanitary sewage flows.

In order for the Borough to receive and transport sanitary sewage flows from Scanneltown Farms to its Taylor Run Waste Water Treatment Plant, it is necessary for the Borough to upgrade its Everhart Park Pumping Station. In addition, in the future, when the Goose Creek Waste Water Treatment Plant is able to receive Scanneltown Farms' sanitary sewage flows, it will be necessary to upgrade the Borough's Bradford Avenue Pumping Station. Hence, provisions must be made for the payment of the Township's share of the cost of the upgrading of these two pumping stations, which the Borough has determined to be Sixty Thousand (\$60,000.00) Dollars.

Finally, the Township requests the Borough to permit up to 15,000 GPD to be delivered to the Borough and subsequently pumped at the Everhart Park Pumping Station prior to the completion of its upgrading. The purpose of this Agreement therefore, is to set forth more completely the understanding of the parties as generally described above.

NOW, THEREFORE, the parties hereto, each binding itself, its successor and assigns, and representing that it has proper legal authority to enter into this contract, and

each intending to be legally bound hereby do mutually represent, covenant and agree as follows:

1. Subject to the terms and conditions more completely set forth herein, the reference to 100,000 GPD in Section 2.02(A) of the agreement between the Borough and the Township dated January 11, 1984 (the "Agreement") shall be amended to refer to 175,000 GPD.

2. The entire 175,000 GPD referred to in the Agreement shall be received by the Borough and transported for treatment at the Borough's Taylor Run Waste Water Treatment Plant.

3. When the Borough's Goose Creek Waste Water Treatment Plant is certified by DER to be capable of receiving additional sanitary sewage flows, and in particular additional sanitary sewage flows in the amount of 75,000 GPD and, the Borough's Consulting Engineer certifies that the Borough's Goose Creek Waste Water Treatment Plant is capable of receiving and treating all anticipated future sanitary sewage flows in the Borough of West Chester that would drain to the Goose Creek Waste Water Treatment Plant, the 75,000 GPD emanating from Township, and in particular from Sconnelltown Farms in the Township, shall be diverted from the Taylor Run Waste Water Treatment Plant and transported to the Goose Creek Waste Water Treatment Plant.

4. Within sixty (60) days from the execution of this Agreement, Township agrees to pay Sixty Thousand (\$60,000.00)

Dollars toward the cost of the upgrading of both the Everhart Park and the Bradford Avenue Pumping Stations, which payment the Borough agrees shall constitute the Township's complete and final contribution for same.

5. Prior to the completion of the upgrading of the Everhart Park Pumping Station, Township may discharge into the Borough's Sanitary Sewage Transmission System leading to the Everhart Park Pumping Station up to a maximum of 15,000 GPD from Scanneltown Farms.

6. All other terms and conditions of the aforementioned Agreement of the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals affixed this 1st day of July, 1985.

ATTEST:

BOROUGH OF WEST CHESTER

Robert J. [Signature]
(SEAL)

By: *[Signature]*

ATTEST:

EAST BRADFORD TOWNSHIP

John T. Jordan
(SEAL)

By: *[Signature]*

ADDENDUM NO. 2

BACKGROUND

Borough of West Chester ("Borough") and the Township of East Bradford ("Township") entered into an Intergovernmental Cooperation Agreement ("Agreement") dated January 11, 1984 providing that sanitary sewage emanating in the Township shall be delivered to and treated by the Borough. On July 10, 1985, the parties executed Addendum No. 1 to the Agreement. Township is now in need of 50,000 GPD additional capacity primarily for a planned residential development known as Victorian Manor, and a single family home development known as Courtfield Springs. The purpose of this Agreement is to provide for the reservation of additional of capacity at the Borough's Taylor Run Plant.

TERMS AND CONDITIONS

And now this 12th day of February, 1986, in consideration of One Dollar (\$1.00), mutual covenants and promises contained herein, and intending to be legally bound hereby, the Borough and the Township agree as follows:

1. Subject to the terms and conditions more completely set forth herein, the reference to 100,000 GPD in Section 2.01 (A) of the Agreement, which was amended by Addendum No. 1 to refer to 175,000 GPD, shall be further amended to refer to 225,000 GPD.

2. The additional 50,000 GPD provided for by this Agreement shall be received by the Borough and transported for treatment at the Borough's Taylor Run Waste Water Treatment Plant.

3. All other terms and conditions of the aforementioned Agreement and Addendum No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals affixed this 17th day of February, 1986.

ATTEST:

BOROUGH OF WEST CHESTER

Robert Johnson
(SEAL)

By: William Wright

ATTEST:

EAST BRADFORD TOWNSHIP

John T. Jordan, Sec.
(SEAL)

By: John J. Coker

ADDENDUM NO. 3

BACKGROUND

The Borough of West Chester ("Borough") and the Township of East Bradford ("Township") entered into an Intergovernmental Cooperation Agreement ("Agreement") dated January 11, 1984, providing that sanitary sewage emanating in the Township shall be delivered to and treated by the Borough. On July 10, 1985, the parties executed Addendum No. 1 to the Agreement and recently Addendum No. 2 was signed. The purpose of Addendum No. 3 is basically the same as Addendum Nos. 1 and 2; i.e. to provide for an increase in the amounts of the sewer capacity to be reserved by the Borough for the Township.

TERMS AND CONDITIONS

And now this 12th day of February, 1986, in consideration of One Dollar (\$1.00), the mutual covenants and promise contained herein, and intending to be legally bound hereby, the Borough and the Township agree as follows:

1. In addition to the 225,000 GPD referred to in the Agreement and Addendum Nos. 1 and 2, the Borough, subject to the conditions set forth herein, agrees to receive and treat at its Goose Creek Waste Water Treatment Plant ("Goose Creek") 25,000 GPD emanating from twenty-one (21) acres in East Bradford Township located approximately south of the development known as Scanneltown Farms.

2. The Borough shall not be obligated to receive and treat the aforementioned 25,000 GPD of sewage waste until after Goose Creek is expanded, upgraded, and certified complete by the Borough's Consulting Engineer; and Goose Creek, in the Borough's opinion, is operating satisfactorily.

3. The aforementioned 25,000 GPD sewer capacity shall be reserved by Borough for Township for the period commencing the date of this Agreement, and ending two years from the date of the Borough's Consulting Engineer's Completion Certificate, referred to in the previous paragraph.

4. The Borough's charge to Township for reserving the sewer capacity, shall be Seven Thousand Five Hundred Dollars (\$7,500.00) for the two years following completion of Goose Creek. The first payment shall be due on or before the end of the first year following Goose Creek's completion, and the second payment due on or before the second anniversary of Goose Creek's completion. If, during the above time period, Township makes connections and discharges sewage waste from the twenty-one (21) acres for which the 25,000 GPD has been allocated, any sewer rentals will be credited to reduce the \$7,500.00 per year sewage capacity reservation charge.

5. All other terms and conditions of the aforementioned Agreement and Addendums No. 1 and 2 of the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals affixed this 2th day of February 1986.

ATTEST:

BOROUGH OF WEST CHESTER

Robert J. Shaw
(SEAL)

By: W. B. Bright

ATTEST:

EAST BRADFORD TOWNSHIP

John T. Jordan, Sec.
(SEAL)

By: J. J. [Signature]

ADDENDUM NO. 4

BACKGROUND

Borough of West Chester ("Borough") and the Township of East Bradford ("Township") have entered into an Intergovernmental Cooperation Agreement ("Agreement") dated January 11, 1984, providing that sewage emanating in the Township shall be delivered to and treated by the Borough. The parties have executed Addendums No. 1, 2 and 3 which provide basically for increase amounts of sewer capacity to be reserved by the Borough for the Township. Township is in need of an additional 50,000 GPD at the Taylor Run waste Water Treatment Plant ("Taylor Run"). The purpose of this Addendum is to confirm the Borough's reservation of capacity for Township.

TERMS AND CONDITIONS

Now, this 23rd day of *December*, 1986, in consideration of One Dollar (\$1.00), the mutual covenants and promises contained herein, and intending to be legally bound hereby, the Borough and the Township agree as follows:

1. In addition to the 250,000 GPD referred to in Section 2.02(A) of the Agreement, and Addendums No. 1, 2 and 3, the Borough agrees to receive and treat 50,000 GPD emanating from Township.

2. The additional 50,000 GPD provided for by this Agreement shall be received by the Borough and transported for treatment at Taylor Run.

3. All other terms and conditions of the aforementioned Agreement and Addendums No. 1, 2 and 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the day and year first above written.

ATTEST:

Robert J. Shaw

ATTEST:

John T. Jordan

BOROUGH OF WEST CHESTER

By: *W. Bruce Wright*

TOWNSHIP OF EAST BRADFORD

By: *Thomas A. McCarty*

ADDENDUM NO. 5

Background

The Borough of West Chester ("Borough") and the Township of East Bradford ("Township") have entered into an Intermunicipal Sewer Agreement (the "Agreement") dated January 11, 1984, providing that sewage emanating in the Township shall be delivered to and treated by the Borough. The parties have executed Addendums Nos. 1, 2, 3 and 4 which provide basically for increase amounts of sewer capacity to be reserved by the Borough for the Township. Section 2.02. Reserve Capacity, of the Agreement provided that if the Township did not pay for any unused reserve capacity prior to January 1, 1988, it would be lost by Township. As of that date, the Township had reserved 141,750 gpd. Township wishes to reserve an additional 158,250 gpd and Borough is willing to amend the Agreement to reserve this capacity for Township, subject to the terms and conditions set forth herein.

Terms and Conditions.

NOW, this 3th day of July, 1988, in consideration of One Dollar (\$1.00), and the mutual covenants and promises contained herein, and intending to be legally bound hereby, Borough and Township agree as follows:

1. In addition to the 141,750 gpd reserved pursuant to Section 2.02(A) of the Agreement, and Addendums 1, 2, 3 and 4, Borough agrees to receive and treat an additional 158,250 gpd emanating from Township, for a total reserve capacity pursuant to the Agreement and the aforementioned Addendums of 300,000 gpd. Therefore, Section 2.02 (A) shall be amended to read as follows:

A. Subject to the payment of charges and subject, also, to the limitations of this Agreement, but after completion of the upgrading of the Taylor Run Wastewater Treatment Plant ("Taylor Run Plant") and the Goose Creek Wastewater Treatment Plant ("Goose Creek Plant"), and after the Borough's Consulting Engineer's certification that said Plants may receive the sewage waste in a quantity equal to the design capacity without violating the Plants' effluent standards imposed by the United States Environmental Protection Agency and the Pennsylvania Department of Environmental Resources, the Borough grants unto the Township the right, during the term of this Agreement to discharge sewage wastes into the Borough's sewage collection system at a Borough interceptor in the maximum quantity of 300,000 gpd (of which 141,750 gpd has already been reserved, and 158,250 gpd remains to be reserved), which capacity shall be allocated between the Taylor Run Plant and the Goose Creek Plant in accordance with Subsection I, and Borough agrees to convey, treat and dispose of the same if approved by and in the manner approved by DER and in accordance with the terms and conditions herein set forth. If the Township does not pay for all of its reserved capacity prior to June 30, 1992 any portion of the reserved capacity not yet used shall be lost by Township; and in such event Borough will be free from its obligation under this Agreement to

reserve that capacity thereby able to recommit capacity to another party. The receipt and treatment of industrial wastes are not within the scope of this Agreement and therefore East Bradford shall not discharge or deliver industrial wastes to the Borough of West Chester."

2. Section 2.02, Reserve Capacity, shall be amended by the addition of the following subparagraphs:

(H) The calculations of the number of dwelling units permitted to connect under the agreed upon 300,000 gpd reserve capacity shall be based upon a computation of 250 GPD per unit, and not upon actual flows. Therefore, the maximum dwelling units to be connected, computed by dividing 300,000 gpd by 250 gpd is 1,200. Upon connection of 1,200 dwelling units or their equivalent commercial units (estimated flow divided by 250 gpd), actual flows from Township to Borough shall be calculated during any representative thirty (30) day period acceptable to the Borough. If the actual flows are less than the capacity reserved based upon the 250 gpd calculation, the total number of dwelling units in Township permitted to be connected to Township system pursuant to this Agreement may be adjusted upward until the total reserve capacity of 300,000 gpd is reached by Township."

3. Section 2.02, Reserve Capacity, shall be amended by the addition of the following subparagraph:

(I) Any capacity reserved for the Township by Borough shall be divided between the Taylor Run Wastewater Treatment Plant and the Goose Creek Wastewater Treatment Plant as follows:

Goose Creek	- 272 units	- 68,000 gpd
Taylor Run	- 135 units	- 33,750 gpd
Not Designated	- 226 units	- 56,500 gpd
Total	633 units	- 158,250 gpd

The undesignated capacity, may be directed by Township to either wastewater treatment plant subject to capacity and the Borough's prior approval, which shall not be unreasonably withheld.

4. Section 8.02, shall be amended to read as follows:

"A. For residential uses, the operator of the Borough system shall charge the operator of the Township system for services described in Section 8.01(a) supra, and for a proportionate share of the debt service for the plant, to be computed as follows:

Equivalent dwelling units (excluding multi-family units)-\$78.00 semi-annual.
Multi-family units (four family dwelling units, townhouse units and condominium units, and each apartment unit) - \$57.00 semi-annual.

The above referenced charges may be increased from time to time by Borough, but the percentage rate of increase shall not exceed the rate of increase charged by Borough to its customers in the Borough.

B. For commercial uses, the operator of the Borough's system shall charge the operator of the East Bradford system for the services described in Section 8.01(a) supra, and for a proportionate share of the debt service for the plant, to be computed as follows:

(a) Prior to the end of each six month period, as referred to in Section 8.05 herein, Township shall deliver to Borough a list of all commercial customers of the East Bradford sewer system. The Borough shall then determine from the records of the West Chester Area Municipal Authority the gallons of water consumed by each East Bradford commercial customer and compute sewer charges based upon the same formula and rate charged by the Borough of West Chester to its commercial customers, as set forth in the Borough's ordinances, which

may be changed from time to time. Where East Bradford's commercial customers are not West Chester Area Municipal Authority customers, the Township shall require said customers to install and maintain in good working order, a water meter approved by the Township to calculate the amount of sewage for each such customer into the East Bradford system; and the Township shall inform Borough of the amount of these flows for the non-West Chester Area Municipal Authority customers at the time it submits its commercial customer list to the Borough as set forth herein. Upon receipt of this discharge information, the Borough shall compute the charges for these commercial customers, applying the same formula and rate applied to Borough commercial customers. The Borough shall add together all such charges and submit one bill to the Township which shall show the total of the charges for all commercial customers. Township shall then pay the bill as set forth in Section 8.05 and 8.06 herein.

C. The parties hereto agree that, in the event the Sewage Wastes discharged from East Bradford's Sewage Collection System into facilities of the Borough require special handling or treatment, the total costs incident to shall be borne solely by East Bradford providing such special handling or treatment from whose Sewage Collection System the said Sewage Wastes originate."

5. Section 8.03, Financial Statement and Records, shall be amended by the addition of the following sentence:

"In addition to any other reports required by this agreement, Township shall deliver to Borough within a sixty (60) day period after the end of each month, copies of all connection permits issued, and a summary list of permits issued and payments received. The summary list shall contain the names and addresses of new customers shall be

transmitted to the Borough, so that the Borough may add the new customers to the sewer billing list."

6. Section 8.04, Payment of Capital Costs, of the Agreement shall be amended to read as follows:

"A. With respect to the capacity reserved for it in the treatment plant under Section 2.02 hereof, and the Addendums, to serve residential users, Township shall pay to Borough the sum of \$2,250.00 per private dwelling unit connection, plus \$50.00 per private dwelling unit to cover the start up and other initial costs for the operation and maintenance of the system attributable to the new customers, for a total connection fee of \$2,300.00 per dwelling unit.

B. With respect to the capacity reserved for in the treatment plant under Section 2.02 hereof, and the Addendums, to serve commercial uses, Township shall pay Borough a connection fee based on the following formula: the estimated flow of a commercial use shall be divided by 250 gpd and multiplied times \$2,300.00. The resulting figure shall be the connection fee due Borough by Township. The figure comprising "estimated flow", shall in each case be the volume estimated by each commercial customer based upon general accepted engineering principals and practices, and shall be acceptable to Township and Borough.

C. Upon enactment of the appropriate ordinance by the Borough to change the connection fees for customers in the Borough, the connection fee due the Borough by the Township pursuant to paragraphs A and B above shall likewise be changed by the same dollar amount as that paid by customers of the system within the Borough. In the event that said connection fee is changed, the Township shall receive a sixty (60) day notice of change before it becomes effective.

D. The connection fee money referred to in paragraphs A and B above, shall be paid by Township to Borough in accordance with the following procedure:

(1) Upon approval by Township of any new land development or subdivision to be served by public sewers, Township shall collect the sewer connection fees within a reasonable period of time after approval but before issuance of any building permits. This may be done by phase of land development or subdivision rather than for the entire land development or subdivision at one time. The sewer connection fees shall be forwarded to the Borough within sixty (60) days of receipt. Said transmittals shall include the number of dwelling units to be connected and the identification of the name of the development and the phase, if applicable.

(2) Upon issuance of building permits, Township shall issue sewer connection permits which shall identify the dwelling unit number, the date that the connection permit was issued, and the permit shall accompany the building permit when it is issued. A copy of this information shall be transmitted to the Borough of West Chester.

(3) Upon issuance of certificates of occupancy for dwelling units, and the receipt by Township of settlement notification providing the address of the new occupant, this information shall be forwarded within sixty (60) days to the Borough.

(4) Upon issuance of certificates of occupancy for commercial uses, the receipt by Township of settlement notification providing the name and address of the new occupant, this information shall be forwarded within sixty (60) days to the Borough.

(5) Miscellaneous permits shall be handled independently with a copy of the connection permit and fees, as well as the address of the owner being simultaneously forwarded to the Borough.

E. Since this Agreement does not contemplate industrial waste connections, the parties do not intend to include charges for these connections at this time; and in the event such connections are permitted by the Borough, the charges for same will be negotiated between the parties on a case by case basis."

7. Section 8.05, Billing, shall be amended to read as follows:

Bills for East Bradford's charges with respect to the Total Cost of Operating and Maintaining the facilities, due pursuant to Section 8.02 hereof, shall be delivered semi annually, by Borough to Township. The bills with respect to the total cost of operating and maintaining the applicable facility shall be delivered on the first day of April and the first day of October, and shall include any charges due for the preceding six month period. In the case of commercial uses, Borough shall also deliver with its bill a copy of the gallons used by each Township commercial customer.

8. Except as modified herein, all other terms and conditions of the aforementioned Agreement, and Addendums Nos. 1, 2, 3 and 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 5 to be executed the day and year first above written.

Ernest B. McNeely
Secretary

John T. Jordan
Secretary

BOROUGH OF WEST CHESTER

By: William Burkert

TOWNSHIP OF EAST BRADFORD

By: John W. Case

By: John T. Jordan

By: W. Egan

ADDENDUM NO. 6Background

The Borough of West Chester ("Borough") and the Township of East Bradford ("Township") have entered into an Intermunicipal Sewer Agreement (the "Agreement") dated January 11, 1984, providing that sewage emanating in the Township shall be delivered to and treated by the Borough. The parties have executed Addendums Nos. 1, 2, 3, 4 and 5 which provide basically for increase amounts of sewer capacity to be reserved by the Borough for the Township. Currently the Borough has committed to Township 300,000 gpd. Township wishes to reserve an additional 56,250 gpd and Borough is willing to amend the Agreement to reserve this capacity for Township, subject to the terms and conditions set forth herein.

Terms and Conditions

NOW, this 10th day of *April*, 1990, in consideration of One Dollar (\$1.00), and the mutual covenants and promises contained herein, and intending to be legally bound hereby, Borough and Township agree as follows:

1. In addition to the 300,000 gpd reserved pursuant to Section 2.02(A) of the Agreement, and Addendums 1, 2, 3, 4 and 5, Borough agrees to receive and treat an additional 56,250 gpd emanating from Township, for a total reserve capacity pursuant to the Agreement and the aforementioned Addendums of 356,250 gpd. Therefore, Section 2.02(A) shall be amended to read as follows:

"A. Subject to the payment of charges and subject, also, to the limitations of this Agreement, but after completion of the upgrading of the Taylor Run Wastewater Treatment Plant ("Taylor Run Plant") and the Goose Creek Wastewater Treatment Plant ("Goose Creek Plant"), and after the Borough's Consulting Engineer's certification that said Plants may receive the sewage waste in a quantity equal to the design capacity without violating the Plants' effluent standards imposed by the United States Environmental Protection Agency and the Pennsylvania Department of Environmental Resources, the Borough grants unto the Township the right, during the terms of this Agreement to discharge sewage wastes into the Borough's sewage collection system at a Borough interceptor in the maximum quantity of 356,250 gpd (of which 300,000 gpd has already been reserved, and 56,250 gpd remains to be reserved), which capacity shall be allocated between the Taylor Run Plant and the Goose Creek Plant in accordance with Subsection I, and Borough agrees to convey, treat and dispose of the same if approved by and in the manner approved by DER and in accordance with the terms and conditions herein set forth. If the Township does not pay for all of its reserved capacity prior to June 30, 1992 any portion of the reserved capacity not yet used shall be lost by Township; and in such event Borough will be free from its obligation under this Agreement to reserve that capacity thereby able to recommit capacity to another party. The receipt and treatment of industrial wastes are not within the scope of this Agreement and therefore East Bradford shall not discharge or deliver industrial wastes to the Borough of West Chester."

2. Section 2.02, Reserve Capacity, shall be amended to read as follows:

"(H) The calculations of the number of dwelling units permitted to connect under the agreed upon 356,250 gpd reserve capacity shall be based upon a computation of 250 GPD per unit, and not upon actual flows.

Therefore, the maximum dwelling units to be connected, computed by dividing 356,250 gpd by 250 gpd is 1,425. Upon connection of 1,425 dwelling units or their equivalent commercial units (estimated flow divided by 250 gpd), actual flows from Township to Borough shall be calculated during any representative thirty (30) day period acceptable to the Borough. If the actual flows are less than the capacity reserved based upon the 250 gpd calculation, the total number of dwelling units in Township permitted to be connected to Township system pursuant to this Agreement may be adjusted upward until the total reserve capacity of 356,250 gpd is reached by Township."

"(I) Subject to the qualifications set forth in subparagraph (J) herein, any capacity reserved for the Township by Borough shall be divided between the Taylor Run Wastewater Treatment Plant and the Goose Creek Wastewater Treatment Plant as follows:

Goose Creek	- 558 units, including the West Chester University Dormitory Project and the Round Top Development	- 139,500 gpd
Taylor Run	- 649 units including the West Chester Country Club expansion	- 162,250 gpd
Not Designated	- 218 units	- <u>54,500</u> gpd
Total	- 1,425 units	356,250 gpd

The undesignated capacity, may be directed by Township to either wastewater treatment plant subject to capacity and the Borough's prior approval, which shall not be unreasonably withheld."

3. Section 2.02, Reserve Capacity, shall be amended by the addition of the following subparagraph:

"(J) The capacity at the Goose Creek Wastewater Treatment Plant set forth in the preceding subparagraph is contingent on the

East Bradford Pump Station not exceeding the average of 300 gpm discharge rate to the Borough's Bradford Avenue Pump Station."

4. Except as modified herein, all other terms and conditions of the aforementioned Agreement, and Addendums Nos. 1, 2, 3, 4 and 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 6 to be executed the day and year first above written.

E. B. McNeely
Secretary

BOROUGH OF WEST CHESTER

By: Jose C. Quast

TOWNSHIP OF EAST BRADFORD

John Jordan

By: John Jordan

By: J. H. [Signature]

By: [Signature]

ADDENDUM NO. 7

THIS ADDENDUM is made this 21ST day of October, 1992, by and between THE BOROUGH OF WEST CHESTER, 401 East Gay Street, West Chester, Pennsylvania ("Borough") and THE TOWNSHIP OF EAST BRADFORD, 666 Copeland School Road, West Chester, Pennsylvania 19380 ("Township").

B A C K G R O U N D:

On or about January 11, 1984, the Borough and the Township entered into an Intermunicipal Sewer Agreement. The aforesaid Intermunicipal Sewer Agreement, together with Addendums 1 through 6 shall hereinafter be referred to as the "Agreement".

Subsequent thereto, the Borough and the Township have entered into six (6) Addendums to the Agreement dated July 10, 1985, February 12, 1986, April 24, 1986, December 23, 1986, July 13, 1988 and April 10, 1990, respectively.

The Borough and the Township desire to amend the Agreement to provide, inter alia, for reservations of sewer capacity for the Township and payment of reservation and tapping fees with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the Borough and the Township agree as follows:

1. Section 1.01(B) is amended to read as follows:

"(B) B.O.D. (Biochemical Oxygen Demand) shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees centigrade (20°C). This standard laboratory procedure shall be

found in the latest edition of Standard Methods for the Examination of Water and Storage, published by the American Public Health Association."

2. Section 1.01(G) is amended to read as follows:

"(G) Equivalent Dwelling Unit means any private dwelling or living unit, as hereinafter defined, or, in the case of non-residential establishments, an "equivalent dwelling unit" shall be computed by the Borough on the basis of one (1) equivalent dwelling unit for each two hundred fifty (250) gallons of water consumed per day, or two hundred fifty (250) gallons of water per day discharged to the Sewer System, as applicable; the daily consumption or discharge to be determined by metering or calculating the estimated consumption or discharge using standard engineering data and procedures."

3. Section 2.02(A) shall be amended to read as follows:

"A. Subject to the payment of charges and subject, also, to the limitations of this Agreement (the term 'Agreement' shall include Addendums Nos. 1 through 7 and any subsequent Addendums) and providing that the Taylor Run Wastewater Treatment Plant ("Taylor Run Plant") and the Goose Creek Wastewater Treatment Plant ("Goose Creek Plant") may receive the sewage waste in a quantity equal to the design capacity without violating each of the plant's effluent standards imposed by the United States Environmental Protection Agency ("EPA") and the Pennsylvania Department of Environmental Resources ("DER"), the Borough grants unto the Township the right to discharge sewer wastes into the Borough's sewage collection system at a Borough interceptor in the maximum capacity of three hundred fifty six thousand two hundred fifty (356,250) gpd, of which one hundred twenty thousand five hundred (120,500) gpd remains to be reserved, which capacity shall be allocated between the Taylor Run Plant and the Goose Creek Plant in accordance with this Agreement. The Borough agrees to convey, treat and dispose of the sewer waste in the manner approved by EPA and DER and in accordance with the terms and conditions of this Agreement."

The Township may reserve the remaining one hundred twenty thousand five hundred (120,500) gpd of sewer capacity by payment of a non-refundable Two Hundred Fifty (\$250.00) Dollars per EDU (250 gpd) reservation fee ("Reservation Fee") on or before November 30, 1992 and by payment of the applicable tapping fee as set forth in Section 8.04 of this Agreement on or before June 30, 1995. Any portion of the one hundred twenty thousand five hundred (120,500) gpd which has not been reserved by payment of the Reservation Fee on or before November 30, 1992 shall be lost by the Township, and the Borough shall thereafter be free to recommit such capacity. In addition, if the Township does not pay both the Reservation Fee and the applicable tapping fee for any portion of the one hundred twenty thousand five hundred (120,500) gpd on or before June 30, 1995, the Township shall lose such portion of the reserve capacity, and the Borough will be free to recommit such portion of the reserve capacity. The receipt and treatment of industrial wastes are not within the scope of this Agreement, and therefore, the Township shall not discharge or deliver industrial wastes to the Borough."

4. Section 2.02(H) shall be amended to read as follows:

"(H) The calculation of the number of dwelling units permitted to connect under the reserved capacity shall be based upon a computation of two hundred fifty (250) gpd per unit and not upon actual flows. Therefore, the maximum number of dwelling units which may be connected, providing all reservation fees and applicable tapping fees are timely paid by the Township in accordance with this Agreement, is one thousand four hundred twenty five (1,425) dwelling units, which number is computed by dividing three hundred fifty six thousand two hundred fifty (356,250) gpd by two hundred fifty (250) gpd. Upon connection of the maximum number of dwelling units or commercial units permitted by this Agreement and reserved by the Township by timely payment of the Reservation Fee and applicable tapping fee, actual flows from the Township to the Borough may be calculated during any representative thirty (30) day period acceptable to the

Borough. If the actual flows are less than the capacity reserved based upon the two hundred fifty (250) gpd calculation, the total number of dwelling units in the Township permitted to be connected to the Township system pursuant to the terms of this Agreement may be adjusted upward until the total reserved capacity permitted by this Agreement after timely payment of Reservation Fees and applicable tapping fees is reached by Township."

5. Section 2.02(I) is amended to read as follows:

"(I) Subject to the qualifications set forth in paragraph 2.02(J) of this Agreement, if the Township reserves the remaining capacity of one hundred twenty thousand five hundred (120,500) gpd by timely payment of the Reservation Fee and applicable tapping fees, the sewer capacity allocated to the Township by the Borough shall be divided between the Taylor Run Plant and the Goose Creek Plant as follows:

Goose Creek -	five hundred fifty eight (558) units	139,500 gpd
Taylor Run -	six hundred forty nine (649) units	162,250 gpd
Not Designated	two hundred eighteen (218) units	54,500 gpd
Total -	1,425 units	356,250 gpd

The undesignated capacity may be directed by the Township to either the Goose Creek Plant or the Taylor Run Plant subject to capacity and further subject to the Borough's prior approval, which approval shall not be unreasonably withheld."

6. Section 8.02(A) shall be amended to read as follows:

"(A) For residential uses, the Borough shall charge the Township for the transportation and treatment of sewage and for a proportionate share of the debt service for

the Goose Creek Plant and Taylor Run Plant, to be computed as follows:

Equivalent Dwelling Units (excluding multi-family units) - One Hundred Forty One (\$141.00) Dollars semi-annually.

Multi-family units (each unit in four family dwelling units, townhouse units, condominium units and each apartment unit - One Hundred Two (\$102.00) Dollars semi-annually.

The above-referenced charges are those in effect for 1992 but may be increased from time to time by the Borough without previous notice to the Township, but the percentage rate of increase shall not exceed the rate of increase charged by the Borough to its customers in the Borough.

7. Section 8.04 of the Agreement shall be amended to read as follows:

"(A) With respect to the capacity reserved by the Township by payment of the Reservation Fee on or before November 30, 1992, the Township shall pay to the Borough the following tapping fees on or before June 30, 1995:

(1) July 1, 1992 through June 30, 1993 - Two Thousand Five Hundred (\$2,500.00) Dollars per EDU;

(2) July 1, 1993 through June 30, 1994 - Two Thousand Seven Hundred Fifty (\$2,750.00) Dollars per EDU;

(3) July 1, 1994 through June 30, 1995 - Three Thousand (\$3,000.00) Dollars per EDU.

If the Township fails to pay the applicable tapping fee on or before June 30, 1995, for any portion of sewer capacity previously reserved in accordance with this Agreement, the Township shall lose such portion of previously reserved sewer capacity,

and the Borough shall be free to recommit such capacity.

(B) With respect to capacity reserved for commercial uses by timely payment of the Reservation Fee, Township shall pay to the Borough a tapping fee based on the estimated flow of the commercial use divided by two hundred fifty (250) gpd and multiplied by the appropriate tapping fee as set forth in the previous paragraph. The figure comprising 'estimated flow' shall in each case be the volume estimated by each commercial customer based upon generally accepted engineering principles and practices and shall be acceptable to the Township and the Borough.

(C) The tapping fees referred to in paragraphs (A) and (B) above, shall be paid the earlier of June 30, 1995 or as set forth hereinafter:

(1) Upon the Township's approval of any new land development or subdivision which is to be served by public sewers and for which the Reservation Fee has been timely paid, the Township shall collect the applicable sewer tapping fees within a reasonable period of time after approval but before the issuance of any building permit. The tapping fees may be collected by each phase of land development or subdivision rather than for the entire land development or subdivision at one time. The tapping fees shall be forwarded to the Borough within sixty (60) days of receipt, and shall be accompanied by a statement of the number of dwellings to be connected and the identification of the name of the development and the phase thereof, if applicable.

(2) Upon the issuance of building permits, the Township shall issue sewer tapping permits, provided the applicable tapping fees have been timely paid in accordance with this Agreement, which shall identify the dwelling unit number

and the date that the tapping permit was issued. A copy of this information shall be forwarded to the Borough.

(3) Within sixty (60) days of the Township's issuance of certificates of occupancy, the Township shall provide the Borough with the name and address of the new occupant(s) and the date of occupancy of such dwelling unit.

(4) Within sixty (60) days of the Township's issuance of certificates of occupancy for commercial uses, the Township shall provide the Borough with the name and address of the new occupant(s) and the date of occupancy.

(D) Within ninety (90) days of a request by the Borough, Township will provide the Borough with flow records in accordance with the provisions of Section 3.06 of this Agreement. The Township's obligation to supply such records is limited to the locations where sewage meters are installed, i.e. -- the Plum Run Pump Station and the Windon Pump Station. In supplying such records, the Township shall provide its best estimate as to the division of flows between single family homes, multi-family units and equivalent dwelling units related to commercial or other types of discharge."

8. Except as modified herein, all other terms and conditions of the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 7 to be executed the day and year first above written.

ATTEST:




ERNIE B. MCNEELY,
Secretary

BOROUGH OF WEST CHESTER

BY:  (SEAL)
MITCHELL G. CRANE, President

ATTEST:



JOHN JORDAN,
Secretary

TOWNSHIP OF EAST BRADFORD

BY:  (SEAL)

ORDINANCE NO. 162 OF 1995

AN ORDINANCE AUTHORIZING THE SUPERVISORS OF THE TOWNSHIP OF EAST BRADFORD TO ENTER INTO A CONSOLIDATED, AMENDED AND UPDATED AGREEMENT TO THE JANUARY 11, 1984 INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE BOROUGH OF WEST CHESTER AND EAST BRADFORD TOWNSHIP PROVIDING FOR THE CONVEYANCE AND TREATMENT OF SEWAGE EMINATING FROM EAST BRADFORD TOWNSHIP.

WHEREAS, there has been presented to the Supervisors of the Township of East Bradford, a proposed consolidated, amended and updated Agreement to the Agreement between the Borough of West Chester and East Bradford Township dated January 11, 1984, which recites the background and contains the governing provisions of the arrangement whereby the Borough of West Chester will receive and treat sewage emanating from the Township of East Bradford, providing for the payment for its services and miscellaneous other regulations;

AND NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of East Bradford Township, Chester County, Pennsylvania, that for the reasons set forth in the recitals contained in the aforementioned consolidated, amended and updated [Sewer] Agreement, which Agreement is attached hereto and made a part hereof, the Agreement is hereby approved in the form as attached, and the appropriate officers of the Township are hereby authorized and directed to execute and deliver the [Sewer] Agreement to the appropriate officers of the Borough in the form approved herein. The proper officers of the Township are hereby authorized and empowered on behalf of the Township to take such action and execute such documents as said officers may deem necessary to carry out the purpose and intent of this Ordinance. The Township Manager is hereby authorized and directed to deliver to the other party of said [Sewer] Agreement, certified copies of this Ordinance.

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 provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

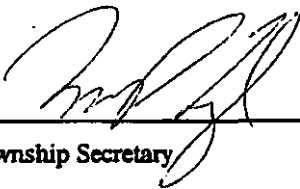
All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

This ordinance will become effective five (5) days from the date hereof.

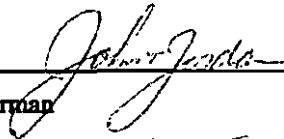
ENACTED AND ORDAINED this 11 day of July, 1995.

ATTEST:

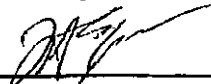
BOARD OF SUPERVISORS
EAST BRADFORD TOWNSHIP




Township Secretary



Chairman



Vice Chairman



Supervisor

CERTIFICATE OF SERVICE

I hereby certify that I have this 14th day of May, 2018, served a true and correct copy of the foregoing letter and additional information, upon the persons and in the manner set forth below:

HAND DELIVERY

Office of Small Business Advocate
Suite 202, Commerce Building
300 North Second Street
Harrisburg, PA 17101

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Harrisburg, PA 17105-3265

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Post Office Box 3265
Harrisburg, PA 17105-3265



Thomas T. Niesen
PA Attorney ID No. 31379

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