
EXHIBIT F6

AGREEMENT, DATED MARCH 13, 1965, BY AND BETWEEN THE
TOWNSHIP OF FALLS AUTHORITY, TOWNSHIP OF LOWER
MAKEFIELD, AND THE MUNICIPAL SEWER AUTHORITY OF
THE TOWNSHIP OF LOWER MAKEFIELD

AGREEMENT

THIS AGREEMENT, dated as of this 13th day of ~~February~~ ^{March} 1965, by and between TOWNSHIP OF FALLS AUTHORITY (the "Falls Authority"), a municipality authority existing under the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L.82, as amended and supplemented (the "Act"), party of the first part, and the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania (the "Township"), and THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD (the "Lower Makefield Authority"), a municipality authority existing under the Act, parties of the second part.

WITNESSETH:

WHEREAS, Falls Authority presently owns and operates a sewer system consisting of a treatment plant and sewer collection lines and appurtenant facilities, which sewer system and any modifications thereof, and extensions and additions thereto, owned and operated by Falls Authority from time to time are hereinafter sometimes called the "Falls Sewer System"; and

WHEREAS, Lower Makefield Authority intends to construct certain sanitary sewage collection facilities in an area located in the Township and referred to herein as the Contract Area, which area is more specifically set forth and shown in yellow on a drawing of Gannett, Flemming Corddry & Carpenter, Inc., marked Exhibit "A", attached hereto and thereby made a part hereof, in order to collect, but not to treat or dispose of, Sanitary Sewage from properties located in the Contract Area, which sanitary sewage collection facilities, will be leased from Lower Makefield

Authority to the Township for an initial term of forty (40) years;
and,

WHEREAS, the parties hereto deem it to their mutual advantage that, in accordance with the terms hereof, the Sanitary Sewage collected from the properties located in the Service Area be discharged into the Falls Sewer System and to be treated and disposed of by Falls Authority through the facilities provided by the Falls Sewer System.

NOW, THEREFORE, the parties hereto hereby represent, covenant and agree as follows:

SECTION 1. The following terms for and only for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

a. "Lower Makefield Sewage Collection System" means the sanitary sewage collection facilities to be constructed by Lower Makefield Authority for the purpose of collection of Sanitary Sewage from properties located in the Contract Area.

b. "Commercial Establishment" means any room, group of rooms, building or other enclosure used for the sale or distribution of any product, commodity, article or service and specifically shall include churches, chapels, clubrooms, fire houses, professional offices, banks, schools, or other room, group of rooms, building or enclosure not included in the definition of Residence or Industrial Establishment.

c. "Equivalent Dwelling Units" shall mean with respect to residential customers, each residence connected to the Lower Makefield Collection System for the collection of sewage

determined by house count or from official records of Lower Makefield Authority.

"Equivalent Dwelling Units", shall mean with respect to commercial or industrial establishments the quotient obtained by dividing the total quarterly water consumption of such establishments by thirteen thousand (13,000) gallons.

"Industrial Establishment" means any room, group of rooms, building or other enclosure used for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article.

e. "Industrial Wastes" means any liquid substance, whether or not solids are contained therein, discharged from any Industrial Establishment during the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from normal water-carried household and toilet wastes.

f. "Residence" means any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

g. "Sanitary Sewage" means the normal water-carried household and toilet wastes discharged from Residence, Commercial Establishments and Industrial Establishments and any other types of wastes discharged from Residences, Commercial Establishments, and Industrial Establishments that, either with or without pre-treatment, would not be detrimental to the treatment plant of Falls Authority. The determination of acceptability of

Sanitary Sewage and the further determination of the need for pre-treatment and type of pre-treatment shall be determined exclusively by the Consulting Engineers of Falls Authority.

Ground water, spring water, surface water or rain water from storm water inlets, or water from any air-conditioning system, cellar drainage, drainage from roof leader connections, building foundation drainage, overflow or drainage from cesspools (except normal infiltration which will exist), shall not be acceptable as Sanitary Sewage.

h. "Contract Area" means the area set forth on Exhibit "A" attached hereto.

SECTION 2. This Agreement is entered into by Falls Authority, pursuant to a Resolution duly adopted by its Board on the 13th day of ~~February~~ ^{March}, 1965, by the Township, pursuant to an ~~Ordinance~~ ^{Resolution} duly enacted by its Board of Supervisors on the 15th day of ~~February~~ ^{MARCH}, 1965, by Lower Makefield Authority, pursuant to a Resolution duly adopted by its Board on the 13 day of ~~February~~ ^{MARCH}, 1965.

The initial term of this Agreement shall commence with the date of issuance of bonds by Lower Makefield Authority for the purpose, inter alia, of providing funds to construct the Lower Makefield Sewage Collection System, said date of issuance to take place not later than December 31, 1965, and shall end upon the expiration of forty (40) years from said date.

SECTION 3. Lower Makefield Authority agrees:

a. To construct the Lower Makefield Sewage

Collection System in accordance with the Sewerage Permit to be obtained from the Sanitary Water Board of the Department of Health of the Commonwealth of Pennsylvania and the drawings and specifications prepared or to be prepared by Gannett Fleming Corrdry and Carpenter, Inc., of Harrisburg, Pennsylvania, Consulting Engineers of the Township of Lower Makefield Authority, and to be approved by the Consulting Engineers of Falls Authority, and any modifications of said drawings and specifications which either do not make any substantial change in said System or are approved in writing by said Consulting Engineers of the Township of Lower Makefield Authority and the Consulting Engineers of Falls Authority. The connection of the lines of the Lower Makefield Sewage Collection System to the lines of the Falls Sewer System shall be made at the points shown on Exhibit "B" attached hereto or at such other points as the parties may hereafter agree to, and shall be maintained at the sole cost and expense of Lower Makefield Authority and the Township.

b. To use its best efforts to complete the construction of the Lower Makefield Collection System and to connect laterals to all properties in the Contract Area to be served thereby by July 1, 1966. In the event said Authority has not commenced to deliver sewage from the Contract Area pursuant to this Agreement by January 1, 1968, this Agreement shall be deemed to be automatically cancelled.

c. To lease the Lower Makefield Sewage Collection System to the Township for an initial term commencing no later than December 31, 1965, and extending for a period of forty (40) years, said lease to provide, among other things, that the lessee shall pay all costs of operation, maintenance and repair of said system.

SECTION 4. The Township agrees:

a. To enact, keep in effect and use its best efforts to enforce, during the term of this Agreement, an Ordinance or Ordinances requiring that all Sanitary Sewage collected from properties located in the Contract Area shall be discharged into the Lower Makefield Sewage Collection System, and prohibiting the discharge into the Lower Makefield Sewage Collection System of any waste other than Sanitary Sewage and of any waste:

1. having a temperature higher than 140° F;
2. containing more than 120 parts per million by weight of tar, oil and/or grease;
3. containing any gasoline, benzine, naptha, fuel oil or other inflammable or explosive liquids, solids or gases;
4. containing any garbage which has not been ground by a household type or other suitable garbage grinder;
5. containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, cotton, wool or other fibers or any other solid or viscous substances capable of causing interference with proper operation of the Falls Sewer System;
6. having a pH lower than 6.5 or higher than 9.0 or having any other corrosive property causing damage or hazards to structures, equipment or personnel of the Falls Sewer System;
7. containing a toxic or poisonous substance

in sufficient quantity to injure or interfere with any sewage or sludge treatment process, constitute hazards to humans or create any hazard in operation of the Falls Sewer System. Toxic wastes shall include, but not by way of limitation, wastes containing cyanide, chromium and/or copper ions; or

8. containing noxious or malodorous gases or substances capable of creating a public nuisance.

b. During the term of this Agreement, to discharge all Sanitary Sewage from the Contract Area collected by the Lower Makefield Sewage Collection System into the Falls Sewer System to the extent that such Sanitary Sewage is permitted to be so discharged into the Falls Sewer System under provisions of this Agreement, said discharge to be made at the points of connection shown on Exhibit "B" attached hereto or at such other points to be agreed upon by the parties hereto.

No provision contained herein shall in any way be construed so as to prohibit or restrict Lower Makefield Authority and/or the Township from making necessary arrangements, other than with Falls Authority for the treatment and/or disposal of any sewage and/or waste originating in the Contract Area which shall be sewage and/or waste of the type prohibited herein from being discharged to Falls Sewer System or shall be sewage and/or waste in excess of the equivalent number of dwelling units reserved by Falls Authority for use of Lower Makefield Authority and/or the Township, as hereinafter provided in Section 5 hereof.

c. To enter into an Agreement of Lease with Lower

Makefield Authority whereby certain sewer facilities, including the Lower Makefield Sewer Collection System, will be leased from Lower Makefield Authority to the Township.

SECTION 5. Falls Authority covenants and agrees:

During the term of this Agreement to receive, transport, treat and dispose of all Sanitary Sewage from the Contract Area collected by the Lower Makefield Township Sewage Collection System. Falls Authority hereby grants to Lower Makefield Authority and/or Township, the right to connect the Lower Makefield Sewage Collection System to the Falls Sewer System at the points shown on Exhibit "B", attached hereto, or at such other point or points as hereinafter may be agreed to by the parties. The quantity of Sanitary Sewage required to be received, transported, treated and disposed of by Falls Authority hereunder (unless a larger quantity shall be agreed to in writing by Falls Authority) shall be limited to an amount equivalent to 900 Equivalent Dwelling Units.

SECTION 5-A. In the event of any increase in costs or charges necessitated, in the opinion of the Falls Authority, as a result of any expansion in the Contract Area beyond the aforesaid 900 Equivalent Dwelling Units, then the Falls Authority shall give at least six (6) months notice of any such increase, to the Township and Lower Makefield Authority, and the Lower Makefield Authority and the Township hereby reserve the right to terminate this Agreement if the said increases are not acceptable to them.

SECTION 6. For the receiving, transportation and treatment of sewage, collected within the Contract Area, the Township and/or Lower Makefield Authority shall pay to Falls Authority a service charge of Thirty (\$30.00) Dollars per Equivalent Dwelling Unit per year (consisting of a treatment charge of Twenty-three (\$23.50) Dollars and Fifty Cents and a pumping and transmission charge of Six (\$6.50) Dollars and Fifty Cents), said charges to be paid in quarterly installments within thirty (30) days following the end of each calendar quarter. For the purpose of computation of charges, a residence connected to said system for less than a full quarter, shall justify the proportionate imposition of said charges computed to the nearest end of the month.

The Falls Authority does warrant and represent that it has, and will hereafter keep and maintain, during the term of this Agreement, sufficient plant and interceptor capacity for the transmission and treatment of sewage from 900 Equivalent Dwelling Units within said Contract Area, provided that in the event that an existing interceptor of Falls Authority lying South of Trenton Road and leading to its sewage disposal plant, shall hereafter become inadequate, the Township and/or Lower Makefield Authority, shall have the following options:

1. To agree to contribute to the cost of providing increased interceptor capacity (through construction by Falls Authority of a relief interceptor or of a larger interceptor replacing the present one) pro rate along with contributions by Falls Authority and all other users of said existing and/or the **proposed new interceptor, proportionately to the reallocated demands** of all such users with respect to the interceptor capacity

as so increased, or to agree to an increased charge for sewage transportation and treatment service by reason of the increase in the cost of providing the additional interceptor and/or treatment plant capacity service, whichever Falls Authority shall elect, 180 days notice of said election in writing to be given to the Township and Lower Makefield Authority; or

2. To elect to terminate this Agreement within One Hundred Twenty (120) days following receipt of written notice of election of Falls Authority to modify this Agreement in accordance with the provisions of subparagraph 1 of this Section.

a. Upon the expiration of the term of this Agreement, pursuant to the provisions of Section 2 hereof, the same shall be deemed to be automatically renewed for an additional term of forty (40) years, unless any party hereto shall have given to all other parties written notice of its intention to terminate the same, said notice to be given at least one (1) year prior to the expiration of said term.

SECTION 7. The Township and/or Lower Makefield Authority covenant to maintain the Lower Makefield Sewage Collection System in good repair and operating condition, to operate the same continuously in an economical and efficient manner and to pay all costs of operation and make all ordinary repairs, renewals and replacements and all ordinary improvements and to generally maintain the system in order to maintain adequate service.

Falls Authority shall not be liable for any damage or demands whatsoever arising or growing out of the construction, operation, maintenance or repair of the Lower Makefield Sewage Collection System, nor for any damages or demands whatsoever in case of the failure or inadequacy of the Falls Sewer System to receive, treat or dispose of Sanitary Sewage from the Contract Area caused by reason of any condition beyond the control of Falls Authority.

SECTION 8. Falls Authority agrees to indemnify and save harmless the Township and Lower Makefield Authority 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 Falls Authority, its servants, agents or employees, or resulting in failure of the Falls Sewer System to function properly from any cause due to the negligence of Falls Authority, its servants, agents or employees.

SECTION 9. The Township and Lower Makefield Authority agree as follows:

1. The specifications for, and the rules and regulations of the Township and/or Lower Makefield Authority governing the installation of laterals connecting properties in the Contract Area to the Lower Makefield Sewage Collection System shall be at least as stringent as the requirements set forth for like installations or work by Falls Authority.

2. In order that Falls Authority may determine whether the construction of the Lower Makefield Sewage Collection System and the installation of the laterals connecting properties to the Lower Makefield Sewage Collection System comply with the requirements of this Agreement, Falls Authority may assign a representative to inspect the same at all reasonable times. Facilities for such inspection shall be made available by Lower Makefield Authority, and Lower Makefield Authority shall pay Falls Authority an amount not to exceed Seven Hundred Fifty (\$750.00) Dollars for the time devoted by said representative to said inspection.

3. Upon completion of the Lower Makefield Sewage Collection System Lower Makefield Authority shall provide Falls Authority with a complete set of as-built drawings of such system, showing complete information as to location, grade and depth of lines, location of manholes and "Y" branches, easements and other similar relevant information.

4. Lower Makefield Authority and the Township shall provide authorized representatives of Falls Authority with access at all times to the Lower Makefield Sewage Collection System and the laterals connected thereto, and permit such representatives to make tests of the flowage passing through the same.

5. The Township or Lower Makefield Authority shall keep an accurate record of the number and location of the properties connected to the Lower Makefield Sewage Collection System and will make such record available at reasonable times for

examination by authorized representatives of Falls Authority. Within twenty (20) days after the end of each quarter-annual period, the Township or Lower Makefield Authority shall advise Falls Authority, in writing, of the number of properties having a sewer connection to the Lower Makefield Sewage Collection System in such quarter.

SECTION 10. Falls Authority covenants and agrees to keep its sewer lines and sewage disposal plant in a good and usable condition during the term of this Agreement, and it further covenants and agrees that at all times during the period of this Agreement that it will maintain sufficient capacity in its lines and plant to properly receive, transport, treat and dispose of the Sanitary Sewage for the Contract Area to the extent that the same must be or may be discharged thereto under terms of this Agreement.

Falls Authority also agrees to take all other action and perform all other acts at any time necessary during the term of this Agreement to permit it to perform its obligations hereunder and that it will comply at all times with any requirements of the Sanitary Water Board of the Commonwealth of Pennsylvania or any other governmental agency having jurisdiction over it.

SECTION 11. Lower Makefield Authority may assign all of its right, title and interest hereunder to the Township at any time upon the condition that the Township agrees to impose appropriate rates and charges and to segregate the receipts

therefrom and to apply the same to the payment, inter alia, of the charges to become due and payable to Falls Authority and that it further agrees to assume all obligations of Lower Makefield Authority under the terms of this Agreement.

Conversely the Township may assign all of its right, title and interest hereunder to Lower Makefield Authority at any time upon the condition that Lower Makefield Authority agrees to impose appropriate rates and charges and to segregate the receipts therefrom and to apply the same to the payment, inter alia, of the charges to become due and payable to Falls Authority and that it further agrees to assume all obligations of the Township under terms of this Agreement.

SECTION 12. The parties hereto agree that if, at any time disputes shall arise between them concerning the terms of this Agreement, the matter of difference shall be referred to three (3) Consulting Engineers, one to be appointed by the Township and Lower Makefield Authority, one to be appointed by Falls Authority and the third to be appointed by the two arbitrators previously appointed and the decision or award of the majority of said arbitrators shall be final and binding upon the parties hereto, their respective successors and assigns.

SECTION 13. The parties hereto agree that this Agreement shall become effective upon execution of this Agreement, however,

it is agreed by and between the parties that no payment or obligation is incurred by the Lower Makefield Authority or the Township to the Falls Authority until such time as the aforesaid facilities of the Falls Authority are used by establishments or units as hereinabove described from the aforesaid described Contract Area, except the cost of inspection as above provided.

SECTION 14. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TOWNSHIP OF FALLS AUTHORITY and LOWER MAKEFIELD TOWNSHIP AUTHORITY each has caused this Agreement to be executed in its name and in its behalf by its Chairman or Vice Chairman and its corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary, and the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania has caused this Agreement to be executed in its name and in its behalf by the President of the Board of Supervisors of the Township and its corporate seal to be affixed hereunto and attested by its Secretary all as of the day and year first above written.

TOWNSHIP OF FALLS AUTHORITY

By: Michael J. Fabiano
Chairman

ATTEST:

Pletcher C. Mickle
Secretary

(SEAL)

TOWNSHIP OF LOWER MAKEFIELD

By: Russell F. Cantor
President of Board of Supervisors

ATTEST:

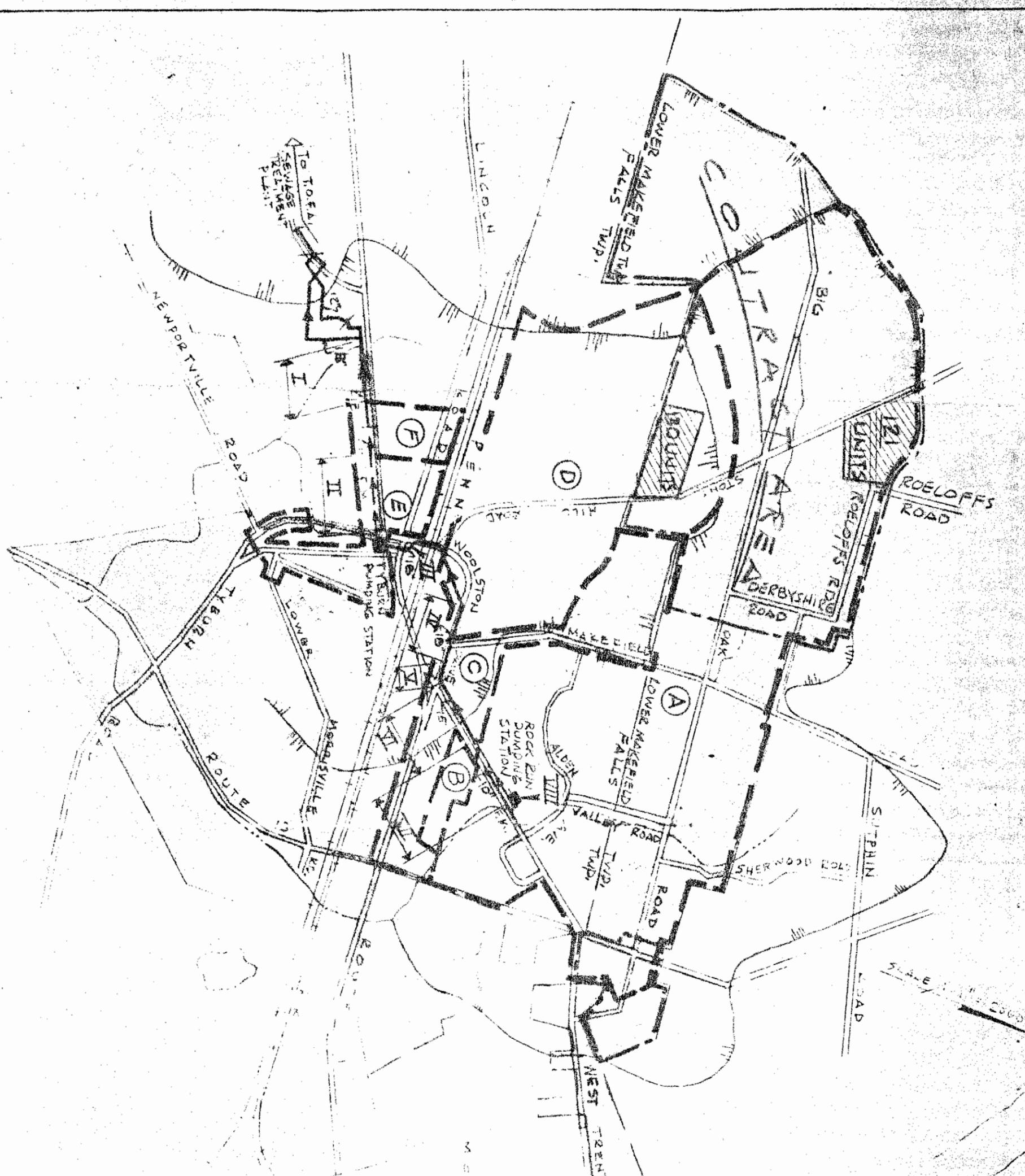
Secretary
(SEAL)

THE MUNICIPAL SEWER AUTHORITY
OF THE TOWNSHIP OF LOWER MAKEFIELD

By: _____
President

ATTEST:

(SEAL) Secretary



LEGEND

(A)	(B)	(C)	(D)	(E)	(F)
AREAS CONSIDERED					
I	II	III	IV	V & VI	VII & VIII
FOR IMPROVEMENTS					

EXHIBIT C

PENNONT ASSOCIATES, INC.

ENGINEERS

Susan Posternock

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**Obermayer Rebmann Maxwell
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March 4, 2021

VIA ELECTRONIC MAIL TO thartman@tofa-pa.com

Timothy Hartman

Executive Director

Township of Falls Authority

557 Lincoln Highway

Fairless Hills, PA 19030

RE: Right-To-Know Request

Dear Mr. Hartman,

On January 26, 2021 this office sent the enclosed Right-to-Know Request and has not received a response within the five (5) business day deadline as prescribed by Section 901 of the Right-to-Know Law.

We respectfully request prompt compliance with the enclosed inquiry within five (5) business days of the receipt of this letter. Should you require additional time to respond to this request, please advise us accordingly.

Regards,

Susan Posternock

cc: Thomas Wyatt, Esquire

Nicole Norcross, Esquire



Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: _____ (Attn: AORO)

Date of Request: _____ Submitted via: Email U.S. Mail Fax In Person

PERSON MAKING REQUEST:

Name: _____ Company (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Telephone: _____ Fax: _____

How do you prefer to be contacted if the agency has questions? Telephone Email U.S. Mail

RECORDS REQUESTED: *Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.*

DO YOU WANT COPIES? Yes, printed copies (default if none are checked)
 Yes, electronic copies preferred if available
 No, in-person inspection of records preferred (may request copies later)

Do you want certified copies? Yes (may be subject to additional costs) No
RTKL requests may require payment or prepayment of fees. See the [Official RTKL Fee Schedule](#) for more details.

Please notify me if fees associated with this request will be more than \$100 (or) \$_____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? Yes No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: Granted Partially Granted & Denied Denied Cost to Requester: \$_____

Appropriate third parties notified and given an opportunity to object to the release of requested records.

Susan Posternock
215.665.3007
Susan.posternock@obermayer.com
www.obermayer.com

**Obermayer Rebmann Maxwell
& Hippel LLP**
Centre Square West
1500 Market Street | Suite 340
Philadelphia, PA 19102-2101
P: 215.665.3000
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January 26, 2021

Megan Parmer
Business Manager/Open Records Officer
Township of Falls Authority
557 Lincoln Highway
Fairless Hills, PA 19030

RE: Right to Know Request

Ms. Parmer,

On behalf of Thomas Wyatt, Esquire, I am seeking copies of the contract pages and exhibits bolded below:

- A. March 13, 1965 – Township of Falls Authority, Township of Lower Makefield, and the Municipal Sewer Authority of the Township of Lower Makefield
 1. **Missing Items:**
 - i. **Signature page for LMT Municipal Authority.**
 - ii. **Exhibit A – Map of facilities to be constructed in an area of LMT. Contract Area. Noted in Whereas 2.**
 - iii. **Exhibit B – Points of connection. Noted in Section 3.a.**
 - iv. **Note Exhibit C is a map attached but there is no reference to Exhibit C in the agreement.**
- B. February 6, 1975 – Township of Falls Authority, Township of Lower Makefield, and Municipal Sewer Authority of the Township of Lower Makefield – FIRST SUPPLEMENTAL AGREEMENT TO March 13, 1965 Agreement
 2. **Missing Items:**
 - i. **P.4 of the Agreement**
- C. December 12, 1988 – Township of Lower Makefield, the Municipal Sewer Authority of the Township of Lower Makefield, and Township of Falls Authority – FURTHER AMENDS PRIOR AGREEMENTS March 13, 1965 and February 6, 1975
 3. **Missing Items:**
 - i. **Exhibit A – Map showing contract area. Noted in Section 1.h. “Contract Area”.**
 - ii. **Exhibit B – Map showing points of connection between LMT and Falls. Noted in Section 3.b.**

- iii. Engineering Report furnished by Falls made by Pennoni – Not a stated exhibit, but stated as “attached hereto and made a part hereof”. Noted in Section 5.**

Please let me know whether there costs associated with this request, and how I can submit payment. Email delivery is preferred. I am available via email at susan.posternock@obermayer.com or phone at 215.665.3007 should there be any questions or concerns regarding this request.

Regards,
Susan Posternock

EA
&
Flager & Associates, PC

A Professional Corporation
ATTORNEYS AT LAW

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ADAM D. FLAGER*
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March 8, 2021

Mr. Timothy Hartman
Executive Director
Township of Falls Authority
557 Lincoln Highway
Fairless Hills, PA 19030

Re: Right To Know Request Dated March 4, 2021

Dear Mr. Hartman,

Per your request we have conducted a diligent search of our files to determine whether we have any materials responsive to the "Right to Know" Law Request received from Thomas Wyatt, Esquire on or about March 4, 2021.

Our response, which includes all materials within the scope of the request in our possession, is attached. We do not appear to have the March 13, 1965 agreement referenced by the request in our files.

Very truly yours,


Michael S. Levin

**FIRST SUPPLEMENTAL AGREEMENT WITH LOWER
MAKEFIELD TOWNSHIP DATED 2/6/75**

FIRST SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made this 6th day of February 1975, by and between TOWNSHIP OF FALLS AUTHORITY, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945, as amended (the "Falls Authority") and the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania (the "Township") and the MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD, a municipal authority existing under the Pennsylvania Municipality Authorities Act of 1945, as amended (the "Lower Makefield Authority").

WITNESSETH

WHEREAS, Falls Authority, Township and Lower Makefield Authority entered into an agreement dated the 13th day of March 1965 (the "Agreement") which provided, inter alia, for the Falls Authority to treat sewage emanating from Lower Makefield Township through sewage lines constructed by Lower Makefield Authority and leased to Township; and

WHEREAS, Township has requested Falls Authority to agree to accept an increased flow of sewage; and

WHEREAS, Falls has requested a modification of the service charge under the Agreement and the method for calculating the service charge as well as a capital contribution toward the cost of construction of a parallel interceptor sewer line as provided for in the Agreement; and

RECEIVED
MAR 3 1975
COPIES TO:

MEMBERS	
RES. P.	
RES. D.	

WHEREAS, Falls Authority has requested certain other modifications in the Agreement, all of which have been agreed to by Township and Lower Makefield Authority.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, it is agreed as follows:

SECTION 1. Sections 5 and 5-A of the Agreement are deleted and the following is substituted in its place and stead.

"Section 5. Falls Authority covenants and agrees that during the term of this Agreement, it will receive, transport, treat and dispose of all sanitary sewage from the Contract Area collected by Lower Makefield Township Sewage Collection System. Falls Authority hereby grants to Lower Makefield Authority or Township or both the right to connect the Lower Makefield Sewage Collection System to the Falls Sewer System at the points shown on Exhibit "B" attached hereto or at such other point or points as hereinafter may be agreed to by the parties. The quantity of sanitary sewage required to be received, transported, treated and disposed of by Falls Authority hereunder (unless a larger quantity shall be agreed to in writing by the Falls Authority) shall be limited to an amount equivalent to 466,000 gallons per day, of which number 85,000 gallons per day in the area marked Area I on the plan attached hereto and marked Exhibit "A" can only be served by Township or Lower Makefield Authority providing the necessary capital to construct an interceptor sewer line in a generally southerly direction to connect with the existing sewer system of the Falls Authority. In addition, 131,000 gallons per day in the area marked Area II and 250,000 gallons per day in the area marked Area III can only be provided with sewer service upon the Township or Lower Makefield Authority providing the necessary capital funds to make improvements to the Falls Authority Sewage System to provide for the increased flows."

SECTION 2. Section 6 of the Agreement is hereby deleted and the following is substituted in its place and stead:

"Section 6. One month after the end of each calendar quarter during the term of this Agreement, Township or Lower Makefield Authority will pay to Falls Authority a service charge for receiving, transporting from point of connection, and treating (the "treatment

charge") in such calendar quarter the sanitary sewage from Lower Makefield Sewage Collection System, a treatment charge which shall be determined, whether on a gallonage or an equivalent dwelling unit basis, as set forth in Exhibit "B" attached hereto based upon the actual costs of operation of Falls Authority. The treatment charge shall be adjusted on an annual basis based upon actual costs, commencing with the treatment charge for the second calendar quarter of each year during the term of this agreement for which payment will be due July 30 of each year based on a calculation under the formula in Exhibit "B" in accordance with a certified annual audit of the independent public accountants of Falls Authority. The initial treatment charge to Township and Lower Makefield Authority shall be \$36.87 per year per equivalent dwelling unit. For the purpose of computing the equivalent dwelling unit treatment charge under this Agreement, it has been assumed that an equivalent dwelling unit supplies 91,000 gallons of sewage per year. The initial treatment charge is composed of the following charges:

Treatment cost	\$28.29 per year
Transportation cost	6.40 per year
Upper interceptor debt service cost	2.18 per year 9.72

It is recognized that the most equitable way of providing a sewer charge is on a per gallon basis. However, due to the minimum flows presently being experienced in the Lower Makefield Sewage Collection System a sewage flow meter will not accurately measure the flows. It is agreed that Township and Lower Makefield Authority will construct a meter pit and install a metering device at each point of connection at its own expense when the equivalent dwelling units connected to the system and passing through any point of connection with the Falls Authority Sewage Collection System is the equivalent of 350 equivalent dwelling units.

The design and components of each meter pit and each meter device shall be approved in writing by the Consulting Engineer of Falls Authority."

SECTION 3. Exhibit "A" attached hereto supercedes and replaces Exhibit "A" attached to Agreement as incorporated in SECTION 1(h) defining Contract Area provided however, that the area designated "Morrisville Authority Area" shall not be a Contract Area of Falls Authority until Township and Lower Makefield Authority obtain a release of that Contract Area from its existing contract with The Municipal Authority of the Borough of Morrisville.

SECTION 4. SECTION 15 is added as follows:

"SECTION 15. Infiltration of ground water into the Lower Makefield Sewage Collection System can be a serious problem during the life of this Agreement, if requested to do so by Falls Authority, Township and Lower Makefield Authority shall undertake an infiltration study under the direction of its Consulting Engineer consisting of visual inspection of manholes and the determination of differences in dry weather and wet weather flows. If it is determined and certified by the Consulting Engineer of Falls Authority that the wet weather flows exceed those allowed by the standard of the Pennsylvania Department of Environmental Resources or its successor, then and in that event, Township and Lower Makefield Authority shall undertake whatever work is recommended by its Consulting Engineer to correct the infiltration. In the event Township and Lower Makefield Authority fail to act to conduct the preliminary infiltration study within ninety (90) days of a request to do so by Falls Authority, or fail to proceed with the repairs as outlined by its Consulting Engineer after the determination that unreasonable infiltration exists within the Lower Makefield Sewage Collection System, then and in either event, Falls Authority may enter the Lower Makefield Collection System, perform the necessary work at the cost and expense of Township of Lower Makefield Authority. The actual charges incurred by Falls Authority shall be paid by Lower Makefield Authority to Falls Authority within thirty (30) days of the date of billing together with a service charge of five per cent (5%) of the amount of the bill."

SECTION 5. SECTION 16 is added as follows:

"SECTION 16. When anyone requests an extension of the Lower Makefield Sewage Collection System which extension will provide sewage flow into the Falls Authority sewage treatment plant, no construction permit for the sewage lines shall be granted until the plans have been reviewed by the then Consulting Engineer of Falls Authority. Township and Lower Makefield Authority agree that it will cause to be posted with the Township or Lower Makefield Authority an escrow deposit sufficient to cover the costs of the review by the Consulting Engineer of Falls Authority. After completion of construction, Township and Lower Makefield Authority agree that it will supply Falls Authority with a set of "As Built" Sewer System Plans together with a certification from its Consulting Engineer that the construction of the extension was performed under their inspection and in accordance with the then minimum acceptable engineering and construction standards for sewage systems being implemented by Falls Authority."

SECTION 7. All of the terms and conditions of the Agreement dated as of the 13th day of March 1965, except for those terms and conditions expressly modified herein are hereby ratified and affirmed.

SECTION 8. This Agreement and the rates set forth herein shall be effective as of January 1, 1975.

SECTION 9. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TOWNSHIP OF FALLS AUTHORITY and MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD each has caused this Agreement to be executed in its name and in its behalf by its Chairman or Vice Chairman and its corporate seal to be affixed thereto and attested by its Secretary or Assistant Secretary, and the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania, has caused this Agreement to be executed in its name and its behalf by its Chairman of the Board of Supervisors of the Township and its corporate seal to be affixed hereto and attested by its Secretary, all as of the day and year first above written.

TOWNSHIP OF FALLS AUTHORITY

(SEAL)

By: B. W. Dukes
Chairman

Attest:

Richard D. Adams
Secretary

MUNICIPAL SEWER AUTHORITY
OF THE TOWNSHIP OF LOWER
MAKEFIELD

(SEAL)

By: [Signature]
Chairman

Attest:

[Signature]
Secretary

TOWNSHIP OF LOWER MAKEFIELD

(SEAL)

By: [Signature]
Chairman

Attest:

[Signature]
Secretary

TREATMENT AND TRANSMISSION COST

$$\frac{(\text{T.C.C.} + \text{A.T.O.C.})}{\text{E.D.U.}} + \text{T.C.} + \text{U.I.} = \text{Annual Treatment and Transmission Cost per E.D.U.}$$

$$\frac{\text{Annual E.D.U. Cost} \times 1000 \text{ Gal.}}{365 \text{ days} \times 250 \text{ GPD}} = \text{Treatment and Transmission per 1000 gallons}$$

- T.C.C. = Treatment Capital Cost - Debt service is based on the fact that 25% of the T.O.F.A. facilities are used for sewage treatment. Therefore 25% of the \$400,000 per year debt service should be allocated for treatment.
- A.T.O.C. = Annual Treatment Operating Cost = Operating cost of sewage treatment, including disposal cost.
- E.D.U. = Total Equivalent Dwelling Units served by T.O.F.A. based on 250 GPD usage per E.D.U.
- T.C. = Transmission Cost = Cost from original agreement \$6.40/EDU
- U.I. = Upper Interceptor = Cost of upper interceptor
\$.024/100) Gal. x 91,000 Gal./yr. = \$2.18/EDU

AGREEMENT WITH LOWER MAKEFIELD TWP.

DATED 12/12/88

AGREEMENT

AGREEMENT entered into this *12th* day of *December*, 198*8*, by and between the TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania and THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD (collectively the "Township") and the TOWNSHIP OF FALLS AUTHORITY, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945, as amended ("TOFA").

WHEREAS, TOFA and Township have entered into an Agreement dated the 13th day of March, 1965 (the "Agreement") under the terms of which TOFA agrees to transport and treat sewage emanating from certain areas of the Township; and

WHEREAS, the parties entered into a First Supplemental Agreement ("First Supplemental Agreement") dated the 6th day of February, 1975; and

WHEREAS, TOFA's sewer Treatment Plan has recently been under a prohibition pursuant to instructions issued by the Pennsylvania Department of Environmental Resources ("DER"); and

WHEREAS, TOFA has entered into an Agreement with the Bucks County Water and Sewer Authority under the terms of which Bucks County Water and Sewer Authority will treat up to one million gallons of sewage per day out of the Falls System; and

WHEREAS, TOFA is continuing negotiations with Bucks County Water and Sewer Authority; and

WHEREAS, the prohibition has been modified with approval of the DER under the terms of which certain additional sewer

connections have been made available to TOFA, part of which have been allocated to the Township; and

WHEREAS, certain additional improvements must be made to the Falls System in order to enable TOFA to properly transport sewage from the Township to the Treatment Plant and/or the Neshaminy Interceptor Line; and

WHEREAS, the parties desire to further replace the existing Agreements;

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, it is agreed as follows:

1. The following terms for and only for the purposes of this Agreement shall have the following meanings, unless the context clearly otherwise requires:

a. "Lower Makefield Sewage Collection System" means the sanitary sewage collection facilities to be constructed by Lower Makefield Authority and/or Lower Makefield Township for the purpose of collection of Sanitary Sewage from properties located in the Contract Area.

b. "Commercial Establishment" means any room, group of rooms, building or other enclosure used for the sale or distribution of any product, commodity, article or service and specifically shall include churches, chapels, clubrooms, fire houses, professional offices, banks, schools, or other room, group of rooms, building or enclosure not included in the definition of Residence or Industrial Establishment.

c. "Equivalent Dwelling Units" shall have the same

meaning for Township as agreed between TOFA and Bucks County Water and Sewer Authority.

d. "Industrial Establishment" means any room, group of rooms, building or other enclosure used for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article.

e. "Industrial Wastes" means any liquid substance, whether or not solids are contained therein, discharged from any Industrial Establishment during the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from normal water-carried household and toilet wastes.

f. "Residence" means any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

g. "Sanitary Sewage" means the normal water-carried household and toilet wastes discharged from Residence, Commercial Establishments and Industrial Establishments and any other types of wastes discharged from Residences, Commercial Establishments, and Industrial Establishments that, either with or without pre-treatment, would not be detrimental to the treatment plant of TOFA, its successors or assigns. The determination of acceptability of Sanitary Sewage and the further determination of the need for pre-treatment and type of pre-treatment shall be determined exclusively by the Consulting

Engineers of TOFA.

Ground water, spring water, surface water or rain water from storm water inlets, or water from any air-conditioning system, cellar drainage, drainage from roof leader connections, building foundation drainage, overflow or drainage from cesspools (except normal infiltration which will exist), shall not be acceptable as Sanitary Sewage.

h. "Contract Area" means the area set forth on Exhibit "A" attached hereto.

2. Township agrees to construct the Lower Makefield Sewage Collection System in accordance with the Sewerage Permit obtained from the Department of Environmental Resources and Bucks County Board of Health. The connection of the lines of the Lower Makefield Sewage Collection System to the lines of the TOFA Sewer System shall be made at the points as the parties agree to, and shall be maintained at the sole costs and expense of Lower Makefield Authority and Township.

3. Township agrees:

a. That all sanitary sewage collected shall meet all TOFA, Bucks County Water and Sewer Authority, or other regulatory agency standards.

b. During the term of this Agreement, to discharge all Sanitary Sewage from the Contract Area collected by the Township Collection System into the TOFA System to the extent that such Sanitary Sewage is permitted to be so discharged into the TOFA System under provisions of this Agreement, said discharge to be made at the points of connection shown on

Exhibit "B" attached hereto or at such other points to be agreed upon by the parties hereto.

No provision contained herein shall in any way be construed so as to prohibit or restrict Township from making necessary arrangements, other than with TOFA for the treatment and/or disposal of any sewage and/or waste originating in the Contract Area which shall be sewage and/or waste of the type prohibited herein from being discharged to TOFA or shall be sewage and/or waste in excess of the equivalent number of dwelling units reserved by TOFA for use of Township.

4. In addition to existing connections, TOFA authorizes Township to connect up to three hundred eighty-seven (387) EDU's to the Falls Sewer System. The sewer connections are as follows:

CHURCH OF LATTER DAY SAINTS	7
YARDLEY CREST	94
STONEY HILL ESTATES	56
LANG FARM	230

These connections are subject to limitations of Managment Plan filed by TOFA with Pennsylvania Department of Environmental Resources.

5. Attached hereto and made a part hereof and incorporated herein by reference is an engineering report furnished to TOFA by Pennoni Associates. This report demonstrates that TOFA's System requires improvements in that area to be used by the sewer connections in the Township of approximately Five Hundred

Seventy-Four Thousand and No/100 (\$574,000.00) Dollars.

6. The total number of customers within the foreseeable future in the Contract Area of the Township are five hundred thirty-four (534) sewer connections. Township agrees to collect from each proposed sewer connection a capital contribution of One Thousand Seventy-five and No/100 (\$1,075.00) Dollars; said sum shall be paid to the Falls Authority within ten (10) days from receipt by Township.

7. Falls Authority agrees to hold these funds in a segregated account and to be used by TOFA only for the purpose of making the improvements set forth in the Pennoni report.

8. No other connection charge shall be made to township or to any developer connecting residential units to this System.

9. TOFA agrees to make the improvements in a timely fashion so as to insure that TOFA's System will have the capability of transporting the sewage from the Contract Area to the Treatment Plant or the Neshaminy Interceptor.

10. TOFA agrees to maintain its Collection System in a manner consistent with the regulations of the United States Environmental Protection Agency ("EPA") and the DER.

11. Effective January 1, 1989, Township agrees that the rate structure provided for in the Agreement and the First Supplemental Agreement shall be replaced to provide as follows:

Township shall pay for all sewer charges at a rate of eighty-five (85%) percent of the residential rate in effect in Falls Township (current rate is \$2.12 per thousand gallons).

The method of billing shall be quarterly.

12. Township agrees to construct a metering pit and install a metering device at each point of connection to the Authority's System or, in lieu thereof, install a portable meter where appropriate and approved by TOFA engineer. The design and components of each metering pit and metering device shall be subject to the approval of TOFA's Consulting Engineer. Township will calibrate the meter no less than semi-annually. Calibration will be done by a qualified expert or agency approved by TOFA. Calibration results will be supplied to TOFA. TOFA reserves the right and Township agrees to allow TOFA to have calibrations checked by an expert at its own expense.

13. Infiltration of ground water into the Township Collection System can be a serious problem during the life of this Agreement. If requested to do so by TOFA, Township shall undertake an infiltration study under the direction of its Consulting Engineer consisting of visual inspection of manholes and the determination of differences in dry weather and wet weather flows. If it is determined and certified by the Consulting Engineer of TOFA that the wet weather flows exceed those allowed by the standard of the Pennsylvania Department of Environmental Resources or its successor, then and in that event, Township and Lower Makefield Authority shall undertake whatever work is recommended by its Consulting Engineer to correct the infiltration. In the event Township fails to act to conduct the preliminary infiltration study within ninety (90) days of a request to do so by TOFA, or fails to proceed with the

repairs as outlined by its Consulting Engineer after the determination that unreasonable infiltration exists within the Township Collection System, then and in either event TOFA may enter the Collection System and perform the necessary work at the cost and expense of Township. The actual charges incurred by TOFA shall be paid by Lower Makefield Authority or Township to TOFA within thirty (30) days of the date of billing, together with a service charge of five (5%) percent of the amount of the bill.

14. When there is an extension of the Township Sewage Collection System which extension will provide sewage flow into the TOFA Sewage Collection Systems, Township agrees that it will supply TOFA with a set of "As Built" Sewer System Plans together with a certification from its Consulting Engineer that the construction of the extension was performed under their inspection and in accordance with the then minimum acceptable engineering and construction standards for sewage systems being implemented by TOFA.

15. Township and/or Lower Makefield Authority covenant to maintain the Lower Makefield Sewage Collection System in good repair and operating condition, to operate the same continuously in an economical and efficient manner and to pay all costs of operation and make all ordinary repairs, renewals, and replacements and all ordinary improvements and to generally maintain the system in order to maintain adequate service.

TOFA shall not be liable for any damage or demands whatsoever arising or growing out of the construction,

operation, maintenance or repair of the Lower Makefield Sewage Collection System, nor for any damages or demands whatsoever in case of the failure or inadequacy of the TOFA System to receive, treat or dispose of Sanitary Sewage from the Contract Area caused by reason of any condition beyond the control of TOFA.

16. TOFA agrees to indemnify and save harmless Township and Lower Makefield Authority 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 TOFA, its servants, agents or employees, or resulting in failure of the TOFA System to function properly from any cause due to the negligence of TOFA, its servants, agents or employees.

17. Township agrees as follows:

a. The specifications for, and the rules and regulations of Township and/or Lower Makefield Authority governing the installation of laterals connecting properties in the Contract Area to the Lower Makefield Sewage Collection System shall be at least as stringent as the requirements set forth for like installations or work by TOFA.

b. In order that TOFA may determine whether the construction of the Lower Makefield Sewage Collection System and the installation of the laterals connecting properties to the Lower Makefield Sewage Collection System comply with the requirements of this Agreement, TOFA may assign a representative to inspect the same at all reasonable times. Facilities for

such inspection shall be made available by Lower Makefield Authority, and Lower Makefield Authority shall pay TOFA an amount not to exceed Seven Hundred Fifty and No/100 (\$750.00) Dollars for the time devoted by said representative to said inspection.

c. Upon completion of the Lower Makefield Sewage Collection System, Lower Makefield Authority shall provide TOFA with a complete set of as-built drawings of such system, showing complete information as to location, grade and depth of lines, location of manholes and "Y" branches, easements and other similar relevant information.

d. Lower Makefield Authority and Township shall provide authorized representatives of TOFA with access at all times to the Lower Makefield Sewage Collection System and the laterals connected thereto, and permit such representatives to make tests of the flowage passing through the same.

e. Township or Lower Makefield Authority shall keep an accurate record of the number and location of the properties connected to the Lower Makefield Sewage Collection System and will make such record available at reasonable times for examination by authorized representatives of TOFA. Within twenty (20) days after the end of each quarter-annual period, Township or Lower Makefield Authority shall advise TOFA, in writing, of the number of properties having a sewer connection to the Lower Makefield Sewage Collection System in such quarter.

18. TOFA covenants and agrees to keep its sewer lines in a good and usable condition during the term of this Agreement, and

it further covenants and agrees that at all times during the period of this Agreement that it will maintain sufficient capacity in its lines to properly receive, transport, treat and dispose of the Sanitary Sewage for the Contract Area to the extent that the same must be or may be discharged thereto under the terms of this Agreement.

19. The parties hereto agree that if, at any time disputes shall arise between them concerning the terms of this Agreement, the matter of difference shall be referred to three (3) Consulting Engineers, one to be appointed by Township and Lower Makefield Authority, one to be appointed by TOFA, and the third to be appointed by the two arbitrators previously appointed and the decision or award of the majority of said arbitrators shall be final and binding upon the parties hereto, their respective successors and assigns. However, parties may agree to proceed through the Bucks County Court of Common Pleas.

20. This Agreement is the complete Agreement of the parties and specifically revokes and replaces all prior Agreements.

IN WITNESS WHEREOF, TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania, has caused this Agreement to be executed in its name and on its behalf by its Chairman of the Board of Supervisors of the Township and its corporate seal to be affixed hereto and attested by its Secretary, and the TOWNSHIP OF FALLS AUTHORITY and THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD each has caused this Agreement to be executed in

its name and in its behalf by its Chairman or Vice Chairman and its corporate seal to be affixed thereto attested by its Secretary Assistant Secretary, all as of the day and year first above written.

ATTEST:

M. A. Brown
Secretary

TOWNSHIP OF FALLS AUTHORITY

By: *James H. Don*
Chairman

ATTEST:

B. M. Richards
Secretary

THE MUNICIPAL SEWER AUTHORITY
OF THE TOWNSHIP OF LOWER
MAKEFIELD

By: *William C. ...* 7/21/67
Chairman

ATTEST:

[Signature]
Secretary

TOWNSHIP OF LOWER MAKEFIELD

By: *[Signature]*
Chairman