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EXHIBIT F8

AGREEMENT, DATED DECEMBER 12, 1988, BY AND BETWEEN  
THE TOWNSHIP OF LOWER MAKEFIELD, THE MUNICIPAL  
SEWER AUTHORITY OF THE TOWNSHIP OF LOWER  
MAKEFIELD, AND THE TOWNSHIP OF FALLS AUTHORITY

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AGREEMENT

AGREEMENT entered into this 12<sup>th</sup> day of December, 1988, 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 Management 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

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:

  
Secretary

TOWNSHIP OF FALLS AUTHORITY

By:   
Chairman

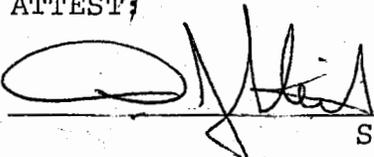
ATTEST:

  
Secretary

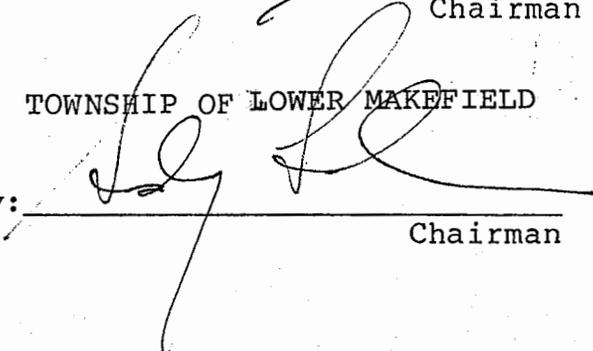
THE MUNICIPAL SEWER AUTHORITY  
OF THE TOWNSHIP OF LOWER  
MAKEFIELD

By:   
Chairman

ATTEST:

  
Secretary

TOWNSHIP OF LOWER MAKEFIELD

By:   
Chairman

**Susan Posternock**

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F: 215.665.3165

March 4, 2021

VIA ELECTRONIC MAIL TO [thartman@tofa-pa.com](mailto: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.*

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**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  
F: 215.665.3165

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](mailto: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

RANDALL C. FLAGER\*  
MICHAEL S. LEVIN\*  
ADAM D. FLAGER\*  
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1968-2018

LEGAL ASSISTANTS  
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KIM DWYER, RN  
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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 6<sup>th</sup> 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



Exhibit "A"

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 *12<sup>th</sup>* 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:

*B. A. Brown*  
Secretary

TOWNSHIP OF FALLS AUTHORITY

By: *[Signature]*  
Chairman

ATTEST:

*B. M. Richards*  
Secretary

THE MUNICIPAL SEWER AUTHORITY  
OF THE TOWNSHIP OF LOWER  
MAKEFIELD

By: *[Signature]* 7/21/67  
Chairman

ATTEST:

*[Signature]*  
Secretary

TOWNSHIP OF LOWER MAKEFIELD

By: *[Signature]*  
Chairman