
EXHIBIT F13

AGREEMENT, DATED OCTOBER 28, 1975, BY AND BETWEEN
THE BUCKS COUNTY WATER AND SEWER AUTHORITY,
TOWNSHIP OF LOWER MAKEFIELD, AND THE MUNICIPAL
SEWER AUTHORITY OF THE TOWNSHIP OF LOWER
MAKEFIELD

B.C. WATER + SEWER AUTHORITY
BUCKS COUNTY & L.M.TWP. *FILE No. Map on file 10/28/71 See Master*

among BUCKS COUNTY W.....

the COUNTY OF BUCKS (the "County"), and The TOWNSHIP OF LOWER MAKEFIELD
and The MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD (the
"Municipality")

W I T N E S S E T H:

WHEREAS, the lower Neshaminy Creek watershed area, which includes portions of several municipal sub-divisions (including the Municipality), has become highly developed without adequate provision, in some areas, for sanitary sewage disposal, thus creating a present serious public health problem in the area as a whole; and

WHEREAS, the prospective further development of the area will aggravate the existing problem and, unless corrected, impede the orderly and economic growth and development of the area and of Bucks County as a whole; and

WHEREAS, the nature of the existing and prospective development of the area is such that the various municipal subdivisions, acting alone within their respective political boundaries, might not adequately or economically provide the needed sewerage service; and

WHEREAS, all of the parties hereto recognize that approaching the problem on a regional basis presents certain advantages, such as greater economy in construction and operation of facilities, the ability to provide this time facilities having the capacity to serve future development thus avoiding later duplication of facilities, and the avoidance of the proliferation of separate facilities adding to the pollution of the waters of the Neshaminy Creek and its tributaries; and

WHEREAS, the Authority was formed by the Commissioners of the County for the purpose of facilitating such regional solutions to multi-municipality problems, and the Authority has undertaken as a project the

LOWER MAKEFIELD TWP.
LANELET PENNA.

1975 NOV 4 PM 1 00

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~~BUCKS COUNTY WATER AND SEWER AUTHORITY~~
AGREEMENT made this 28th day of October, 1975, ~~1964~~,
File 15

among BUCKS COUNTY WATER AND SEWER AUTHORITY (the "Authority"),
the COUNTY OF BUCKS (the "County"), and The TOWNSHIP OF LOWER MAKEFIELD
and The MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD (the
"Municipality")

W I T N E S S E T H : *Aug*

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WHEREAS, the Authority was formed by the Commissioners of the County for the purpose of facilitating such regional solutions to multi-municipality problems, and the Authority has undertaken as a project the

LOWER MAKEFIELD TWP.
TOWNSHIP CLERK

1975 NOV 4 PM 1 00

RECEIVED

AGREEMENT made this 28th day of October, 1975, ~~1964~~,
among BUCKS COUNTY WATER AND SEWER AUTHORITY (the "Authority"),
the COUNTY OF BUCKS (the "County"), and The TOWNSHIP OF LOWER MAKEFIELD
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WHEREAS, the Authority was formed by the Commissioners of the County for the purpose of facilitating such regional solutions to multi-municipality problems, and the Authority has undertaken as a project the

LOWER MAKEFIELD TWP.
YARBLEY, PENNA.

1975 NOV 4 PM 1 00

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construction of an interceptor sewer to serve the lower Neshaminy Creek watershed area; and

WHEREAS, the proposed interceptor is to be accessible to the Municipality and the Municipality desires to make use of the same; and

WHEREAS, the County recognizes that the resources of the Municipality at its present stage of developments are not sufficient to support in full the Municipality's proportionate share of the cost of the Authority's project together with the costs of the Municipality's internal sewage collection system and the County is willing to aid the Municipality in providing sewers and sewage treatment services;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions.

"Neshaminy Service Area" means that portion of the Neshaminy Creek watershed which is shown on the plan attached hereto as Exhibit "A".

"Neshaminy Sewer Project" means the Authority's project for the construction, maintenance and operation of an interceptor sewer (to be located approximately as shown on Exhibit "A") to serve the Neshaminy Service Area and including facilities for the treatment and disposal of the sewage received by such interceptor. The Project contemplates that the Authority initially, by contract, will utilize the facilities of the Falls Township Sewage Treatment Plant and, at such time as increased usage requires additional facilities, will either expand the Falls Plant or construct other facilities at the Authority's expense.

"Neshaminy Interceptor" means the interceptor sewer line which is a part of the Neshaminy Sewer Project and includes any future extensions thereto or enlargements thereof and any parallel or looping lines.

"Neshaminy Sewage System" means the Neshaminy Interceptor and the treatment and disposal facilities contemplated by the Neshaminy Sewer Project

The "Collection System" of the Municipality means the internal sewage collection facilities of the Municipality and such trunk line facilities as are needed to connect the collection facilities with the Neshaminy Interceptor, but includes only such facilities of the Municipality as are located within the Neshaminy Service Area.

The Authority's "Consulting Engineer" means the engineer or engineering firm, registered in Pennsylvania and qualified to pass on sewer engineering questions, employed from time to time by the Authority in connection with the Neshaminy Sewer Project.

Section 2. Obligations of the Authority

The Authority will cause its Consulting Engineer to complete final plans and specifications for the Neshaminy Sewer Project, will advertise for and receive bids for the construction work involved in accordance with such plans and specifications, will issue bonds in sufficient amount to finance the costs of the Project, and will proceed with construction, all with reasonable dispatch and due diligence.

As soon as the Consulting Engineer certifies to the Authority that the Neshaminy Sewer Project facilities are sufficiently complete to provide such service, the Authority (subject to the provisions of this Agreement) will, subject to the terms and conditions hereinafter set forth, intercept sanitary sewage from the Municipality's Collection System, transport the same to an appropriate treatment site, and provide all necessary treatment and disposal.

The Municipality will extend all existing or future outfall sewers from its Collection System to a point of connection with the Neshaminy Interceptor. The location and the manner of connection shall be determined by the Municipality subject to the approval of the Authority. All connections shall be at the expense of the Municipality, except that the Authority will, at its own expense, provide for the connection of such existing outfall sewers, if any, as meet or cross the Neshaminy Interceptor.

Section 3. Use of Municipality's Streets, etc.; Indemnity.

If any portions of the Neshaminy Interceptor or its appurtenances are located in the Municipality, the Authority shall have the right to enter upon and open such streets and public thoroughfares in the Municipality and such vacant land owned by the Municipality as may be necessary to install, construct, extend, replace, repair and maintain the same or any part thereof; provided, however, that all pavements and underground structures disturbed in the course of such work shall be restored to substantially their original condition and in accordance with Municipal requirements within ninety (90) days unless otherwise agreed to by the Municipality. The Municipality shall not require any permit or license for any such work, and the Municipality hereby waives all fees, taxes and charges in connection with the construction, possession, ownership or operation of the facilities or the receipt of revenues therefrom.

The Authority will indemnify and save the Municipality harmless from all costs and expenses (except those provided for in this Agreement), liability claims and demands of any sort arising out of the construction, extension, replacement, operation, maintenance, repair or possession of the Neshaminy Sewage System by the Authority.

Section 4. Extension, Additions and Improvements.

The Authority reserves the right to make such extensions, additions and improvements to the Neshaminy Sewage System as it may from time to time deem necessary or advisable, including, without limitation, additions to the Neshaminy Interceptor, alternate or additional treatment and disposal facilities, and such changes or additions as may be necessary to comply with any judicial, administrative or legislative orders or regulations. The Municipality understands and agrees that such extensions, additions and improvements may alter the basis for the computation of the Authority's service rates as hereinafter provided, however, no extensions, additions or improve-

ments which will increase the Authority's service rates as hereinafter provided shall be made unless first approved by a majority of the participating Municipalities.

Section 5. Municipality Collection System.

The Municipality will ultimately establish a Collection System capable of serving all, or substantially all, the portion of the Municipality which is located within the Neshaminy Service Area, but it may not be feasible for the Municipality to construct the entire Collection System at once. Consequently, the Municipality agrees to construct an initial Collection System to serve a minimum of -50- equivalent residential units and to expand the same as rapidly as feasibility permits. With respect to the initial Collection System, the Municipality will obtain plans and specifications from an engineer or engineering firm registered in Pennsylvania and qualified to pass upon sewer engineering questions, advertise for and receive bids for construction, make provision for financing, and proceed with construction, all with reasonable dispatch and due diligence. Insofar as possible, the Municipality will arrange the timing of the construction of its initial Collection System to coincide with the construction of the Neshaminy Interceptor System so that use of the initial Collection System may commence as near as possible to the time that the Neshaminy Interceptor System is capable of serving the initial Collection System, but the initial Collection System shall, in any event, begin to use the Neshaminy Interceptor System and be completed in accordance with its completion timetable as set forth, attached hereto and labeled Exhibit "B".

The Municipality agrees that following the construction of its Collection System (or any portion thereof) it will operate the same continuously in compliance with all present and future laws and governmental regulations applicable thereto, will maintain the same in good repair, working order and condition and will make all renewals, replacements and ordinary improvements thereto necessary to maintain adequate service.

The Authority shall be the exclusive agency, during the entire life of this Agreement, to provide sewage treatment and disposal service to that portion of the Municipality lying within the Neshaminy Service Area. The Municipality will not itself provide sewage treatment or disposal service to such area nor will it authorize or permit any other agency, public or private, to do so in competition with or in substitution for the Authority, unless Authority fails or refuses to operate a plant tendered to it for operation within a period of sixty (60) days.

Upon or prior to the completion of its initial Collection System, the Municipality will adopt an ordinance requiring all properties which can legally be required to connect to the Collection System to do so, with appropriate penalties for violations thereof, and will diligently enforce the same.

Section 6. Sewage Restrictions.

The Municipality shall have the right, without further authorization from the Authority, to permit connections to its Collection System and for disposal of sanitary sewage (which for the purposes hereof shall mean the normal, water-carried household and toilet wastes resulting from human occupancy), but the Municipality shall not, without prior written approval of the Authority, permit any connection for the disposal of any waste other than sanitary sewage.

The Municipality will not, without the prior written consent of the Authority, permit the discharge into its Collection System for disposal through the Neshaminy Sewage System of any sewage emanating from any territory outside of that portion of the Municipality located within the Neshaminy Service area.

The Authority will establish from time to time acceptability standards for sewage and other wastes to be discharged into the Neshaminy Interceptor. Such standards shall be reasonable and similar to the customary standards imposed with regard to similar facilities. The Municipality agrees to adopt all necessary ordinances, resolutions, rules or regulations to prohibit the users of its Collection System from discharging substances failing to meet

such standards therein and to require all necessary pretreatment of sewage or wastes.

The Municipality will take all necessary steps in the design and construction of its Collection System and in the subsequent maintenance and operation thereof (including the exercise of appropriate inspection of and control over building connections) to prevent infiltration of storm water and other improper substances into the Collection System.

Section 7. Rates.

The Municipality agrees to pay the Authority's rates, fees or charges, as from time to time established, in consideration of the service agreed herein to be provided by the Authority to the Municipality. The Authority's rates shall be uniform throughout the Neshaminy Service Area and shall be so calculated as to yield in the aggregate the amount required (after taking into consideration any amounts received under Section 11 hereof) to pay the reasonable administrative and operating expenses of the Authority (including any amounts which may be payable under contracts in connection with the facilities of the Falls Township Treatment Plant) and the interest on and principal of all outstanding bonds and other obligations relating to the Neshaminy Sewer Project as the same become due and payable and to create such reserves for the purposes as may be required by the resolutions authorizing the Authority's bonds or the trust indentures securing the same.

The Authority shall bill the Municipality in advance for services during the Authority's succeeding fiscal quarter and the Municipality shall pay such bill within thirty (30) days. Such bill shall be based upon the total number of residential equivalent unit connections to the Municipality's Collection System. The residential equivalents shall be determined in accordance with a table thereof to be established by the Authority's Consulting En-

gineer (and revised from time to time if necessary to conform with then current theory and practice in sewage treatment matters) showing residential unit equivalents for each of the various types of buildings or other units which may be connected to a sewage collection system. Notwithstanding the foregoing, the number of residential equivalent units to be charged for shall be at least the number specified in Section 5 of this Agreement regardless of the actual connections being served. The Authority's charges shall be based upon all connections to the Municipality's Collection System, including connections serving public corporations, charitable or non-profit institutions, school districts and other political subdivisions, whether or not the Municipality imposes charges upon such users.

Charges for the Authority's services shall begin to accrue against the Municipality on the earlier of (a) the date when actual discharge from the Collection System into the Neshaminy Interceptor commences or (b) the completion date for the Collection System specified in Section 5 hereof unless the Neshaminy Interceptor is not capable of accepting the Collection System discharge on such date.

Charges for new connections during any Authority fiscal quarter shall be pro-rated and be included in a subsequent bill. The Authority's initial charges may be similarly pro-rated for the fiscal quarter in which such charges begin to accrue.

The Municipality agrees that if the rate schedule in effect at any time does not, or in the opinion of the Authority may not, yield sufficient revenue to meet the Authority's financial requirements, or if the Authority finds that such schedule has proved to be inequitable, the Authority shall have the right at any time and from time to time to revise and adjust the same in such manner and to such extent as it may deem advisable.

At least sixty (60) days before any revised schedule shall become effective, the Authority shall submit in writing to the Municipality a statement setting forth the new schedule and the reasons why it was found necessary

or desirable to put it into effect.

The Authority may provide special rates or surcharges applicable to industrial waste or sewage which fails to meet the Authority's minimum standards in such cases where the same are accepted by the Authority for treatment and disposal. Such special rates or surcharges may be on either a gallonage or flat rate basis, at the option of the Authority, and, if the former, the Authority may require the installation of suitable pre-treatment measures.

Section 8. Obligations of Municipality with Regard to Rates.

On or before October 1 of each year the Authority will submit to the Municipality a written estimate of the total aggregate amount of all charges which the Municipality will probably be required to pay pursuant to this Agreement for the ensuing year. The Municipality agrees to provide in its annual budget for each such ensuing year for such estimate and to impose such charges upon the users of its Collection System and such general or special taxes, to the extent permitted by law, as may be sufficient (taking into account the estimated delinquent and uncollectable proportions thereof), together with any other amounts available or to become available for such purpose, to assure the collection of such amount. If the current revenues of the Municipality in any year are insufficient to pay its obligation hereunder as the same become due and payable, the Municipality agrees to include the unpaid amount in its budget for the ensuing year.

The Municipality, and the operating Municipality Authority, if any, further agrees to use all due diligence in the collection of its Collection System user charges and any taxes imposed pursuant to the preceding paragraph, including the filing and enforcement of liens against property and the prosecution of actions in assumpsit, all as may be appropriate and lawful.

Section 9. Municipality to Enforce Authority Rules and Regulations.

The Municipality recognizes that the carrying out by the Authority of its obligations under this Agreement will enable the Municipality to perform the duty imposed upon it by law to provide for the proper treatment and disposal of its sewage, and the Municipality therefore agrees to exercise for the benefit of the Authority all rights and powers which it may possess to carry into effect the purposes and intent of this Agreement. The Municipality accordingly agrees, on request of the Authority, to enact ordinances or adopt resolutions, as appropriate, incorporating all or designated portions of the Authority's rules and regulations and providing appropriate penalties for the violation thereof, to amend such ordinances or resolutions from time to time as requested by the Authority, and to enforce the provisions thereof fully and prosecute all violators thereof diligently.

Section 10. Municipality to Allow Examination of Records and Facilities and to Provide Certain Information.

In order that the Authority may properly compute its charges hereunder and for the other purposes hereof, the Authority, or its duly authorized representatives, shall have the right at all reasonable times and from time to time to examine and inspect the books and records of the Municipality relating to its Collection System and the physical facilities which comprise that Collection System. Without limiting the generality of the foregoing, the Authority, or its duly authorized representatives, shall have the right to make periodic tests and measurements of the sewage flow at appropriate points in the Collection System. In the event that the Authority's Consulting Engineer advises that it is necessary to enter upon private property within the Municipality in order to conduct an appropriate test or measurement, the Municipality agrees to exercise its police powers to enable the such entry by the Authority.

The Municipality will inform the Authority, in writing, within thirty (30) days after each user connection to its Collection System, of such connection on forms prepared and furnished by the Authority. Such information shall include location, ownership and occupancy of the property connected, the size and date of connection, the type of unit or building connected and such related matters as the Authority may request. This information shall be provided in such manner and such form as the Authority may reasonably request.

In order that the Authority may plan for any expansions, additions, improvements, and the like to its facilities, the Municipality agrees to keep the Authority continually advised and informed of the Municipality's plans for expansions, etc., of its Collection System and of any plans for current or prospective development within the Municipality of which the Municipality may have knowledge.

Section 11. County Appropriations; Appointment of Authority as Agent to Receive same.

In order that the costs to the Municipality (as well as to the other Townships and Boroughs located within the Neshaminy Service Area which enter into agreements similar to this Agreement for the services to be provided by the Authority hereunder may be economically feasible for the Municipality, the County is willing to aid the Municipality in providing sewers and sewage treatment services until such time as the number of connections to the Collective System has increased sufficiently to make such aid unnecessary by providing funds intended to be sufficient to maintain the Authority's rates to the Municipality at not more than \$28.00 per equivalent residential unit.

For each County fiscal year, the County will determine in advance, using reasonable estimates where necessary, and the Authority and the

Municipality will provide all needed or requested information to enable it to do so, the amount which the Authority will require during such fiscal year to meet all of its obligations pertaining to the Neshaminy Sewer Project (including operating and administrative expenses, interest and principal amortization on outstanding bonds or other obligations and payments to reserves created in connection with bond issues or otherwise) and the amount of Authority revenues or other monies which will be available to meet such obligations assuming the Authority's equivalent residential unit rate at the above amount. The County will include in its budget for such fiscal year an amount equal to the difference, if any, between the latter and the former amounts determined as above and will appropriate from current revenues such amount to the Municipality and such other Townships and Boroughs, the allocation of the total appropriation between the various Townships and Boroughs to be at the discretion of the County but generally in the proportion that the number of residential equivalent unit connections to the Collection System of each such Township or Borough bears to the total of all such connections. The Municipality agrees that any and all appropriations received by it from the County pursuant to this Section shall be paid over to the Authority and designates the Authority as its agent to receive the same from the County.

It is the County's intention to make appropriations in the full amounts calculated as above provided, but its obligation hereunder shall be limited to the amount in each year shown in the table attached hereto as Exhibit "C".

Section 12. Effective Date; Termination.

This Agreement shall become effective immediately and shall remain in full force and effect (except as hereinafter in this Section provided) until the later of (a) the expiration of one calendar year following the payment of

full of all bonds, notes and other obligations of the Authority, original and refunding, issued by it to finance the construction, replacement, maintenance and operation of the Neshaminy Sewage System and additions thereto or (b) January 1, 2012.

Since the economic feasibility of the Neshaminy Sewer Project depends upon the commitment not only of the Municipality but of other municipalities located within the Neshaminy Service area, both the Authority and the County, severally, reserve the right to terminate and rescind this Agreement, by ordinance or resolution, if in the judgment of either of them an insufficient number of such municipalities have executed agreements similar to this Agreement by October 1, 1965. Upon the enactment, on or before the latter date, of such an ordinance or resolution by either the Authority or the County this Agreement shall automatically terminate and become null and void and neither the Authority nor the County shall be liable to the Municipality in any way for taking such action or causing such termination or for any consequence thereof. In the event that no such ordinance or resolution has been enacted by the Authority or the County by the above date this Agreement shall continue in full force and effect. In the event that any Interceptor Sewer project is not completed no individual Municipality shall be liable in damages to the County of Bucks or to the Authority.

Section 13. Other Agreements by Authority.

The Authority recognizes that the Municipality is the bargaining agent within the confines of its Municipality for the treatment and transmission of sanitary sewage. However, nothing contained herein shall affect the right of the Authority to enter into agreements with other municipalities, school districts, public or private institutions or industrial firms located wholly or partially within the Neshaminy Service Area for the use of the Neshaminy Sewage System (provided that any such other agreement shall impose rates

and charges at least as high as those imposed pursuant to this Agreement), but the consent of the Municipality shall first be obtained if any such other agreement involves the collection of sewage or other waste from an area within any portion of the Municipality providing the Municipality is a party to this Agreement.

Section 14. Severability.

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

Section 15. Joinder of Municipality Authority or Similar Agency.

Nothing in this Agreement shall prevent the Municipality from causing or permitting (by delegation, agreement or otherwise) any of the obligations of the Municipality hereunder or the financing, construction, maintenance, operation, ownership or occupancy of its Collection System to be undertaken, performed, be or be done by any municipality authority or similar agency having the legal right and capacity to do so, but such municipality authority or similar agency shall first join in this Agreement either, at the option of the Authority, by execution of a joinder hereon or by the execution of a separate instrument of joinder in form satisfactory to the Authority. Upon such joinder, such municipality authority or similar agency shall be entitled to all of the rights and benefits and shall assume all of the obligations and responsibilities of the Municipality hereunder and shall, jointly and severally with the named Municipality, be deemed to be included within the meaning of the word "Municipality" as used herein (unless the context makes such meaning clearly inappropriate), provided, however, that no such joinder shall in any

way operate to relieve the named Municipality from its joint and several obligation hereunder.

Section 16. Creek Crossing.

Authority agrees that it will provide a creek crossing for Municipality at a point to be designated by Municipality's Engineer in writing prior to the date of the advertising for bids for the construction of the Neshaminy Interceptor System.

Section 17.

The Municipality, or its duly authorized representative, shall have the right, at all reasonable times and from time to time, to inspect the books and records of the Authority relating to the Neshaminy Interceptor System and the physical facilities which comprise the same. Without limiting the generality of the foregoing, the Municipality, or its duly authorized representative, shall have the right to make periodic tests and measurements of the sewage flow at appropriate points in the Neshaminy Interceptor System. In the event that the Municipality's Consulting Engineer advises that it is necessary to enter upon private property or upon an easement owned by Authority in order to conduct an appropriate test or measurement the Authority agrees to exercise its appropriate powers to enable Municipality to make such appropriate test or measurement. Authority agrees to keep the Municipality periodically advised and informed of Authority's plans for expansion, etc., and of any plans for current or prospective development with the Municipality or which the Authority may have knowledge.

Section 18.

In the event that the Authority permits any municipality who is not an original participant in this agreement and in the initial construction to join the Neshaminy Interceptor Sewer System and such municipality is successful in negotiating more favorable terms than those contained in this Agreement the Authority agrees that it will grant similar privileges to those parties who are the original participants in this System.

Section 19.

The Municipality ratifies, affirms and authorizes the Authority to apply for and accept (and do all other things incidental thereto) a grant in aid of the construction of the Neshaminy Interceptor from the United States of America under the Water Pollution Control Act. 62 Stat. 1155 (1948), as amended (popularly known as "Public Law 560")

Section 20.

The parties agree that the percentage of use of the several municipalities capable of being served by the Neshaminy Interceptor, based upon design capacity, and the allocation of the expected federal grant and of the County's contribution are as shown on Exhibit "D" attached hereto, provided that if any of the municipalities listed in said Exhibit "D" fail for any reason to participate in the Neshaminy Sewer Project, their shares may be reallocated (to the extent permitted by the agencies making the grants) to the participating municipalities to prevent diminution of the grant totals. Upon completion of the Neshaminy Interceptor, the Municipality will pay an annual service charge to the Authority for the receipt, transportation, treatment and disposal of sewage. This service charge will be based as hereinbefore set forth in this Agreement.

Section 21.

The Authority agrees that if sufficient municipalities enter into service agreements it will construct the Neshaminy Interceptor and that it will accept from such municipalities, including the Municipality, sewage for transportation, treatment and disposal for the useful life of the Neshaminy Interceptor, which is at least forty (40) years.

IN WITNESS WHEREOF, the parties hereto have each caused the due execution hereof as of the day and year first above written.

BUCKS COUNTY WATER AND SEWER AUTHORITY

[SEAL]

By *Chuk Glavin* Attest: *Jan P. Numb*
Chairman Secretary

COUNTY OF BUCKS

By *Joseph L. Catania* *John M. Long* *Deanna Hurdley*
Commissioner Commissioner Commissioner

Attest: *William H. Reser* [SEAL]
Chief Clerk

TOWNSHIP OF LOWER MAKEFIELD

By *Fred J. Walsh* Attest: *Don [unclear]* [SEAL]
Chairman Secretary

JOINDER

Pursuant to Section 15 of the foregoing Agreement, and with the effect therein provided, the undersigned municipality authority, organized by the above named Municipality, hereby joins in said agreement.

THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD

[SEAL]

By *[Signature]* Attest: *[Signature]*
Chairman Secretary



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
F: 215.665.3165

January 26, 2021

Bucks County Water and Sewer Authority
Attn: Open Records Officer
1275 Almshouse Rd
Warrington, PA 18976

RE: Open Records Request

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

- A. April 11, 1974 – Middletown Township Bucks County Municipal Authority, Middletown Township Board of Supervisors, Municipal Sewer Authority of the Township of Lower Makefield, Lower Makefield Township Board of Supervisors, and Bucks County Water and Sewer Authority.
 - 1. **Missing Items:**
 - i. **Possible missing Exhibit A. Area located in LMT where LMT wants to supply sewer facilities shown on Drawing No. 53551-01 prepared by Pennoni showing the service area. Noted in Whereas 5. Possible missing because there is an unmarked map after Exhibit B.**
- B. UNDATED – Middletown Township, Bucks County Municipal Authority, Middletown Township Board of Supervisors Municipal Sewer Authority of the Township of Lower Makefield and Lower Makefield Township Board of Supervisors – ADDENDUM AGREEMENT TO April 11, 1974 agreement
 - 2. **Missing Items:**
 - i. **Possibly not missing, but confirmation that the Unmarked map is Exhibit A.**
- C. October 28, 1975 – Bucks County Water and Sewer Authority, Township of Lower Makefield, and Municipal Sewer Authority of the Township of Lower Makefield.
 - 3. **Missing Items:**
 - i. **Exhibit A – Map showing the Neshaminy Service Area. Noted in Section 1 Definitions under “Neshaminy Service Area.”**
 - ii. **Exhibit B – Timetable for initial Collection system in LMT to be constructed. Noted in Section 5.**
 - iii. **Exhibit C – Table showing the amount Bucks County is limited to make appropriations for. Noted in Section 11.**
 - iv. **Exhibit D – Breakdown of the percentage of use of each municipality, based on design capacity, and allocation of the expected federal grant and County’s contribution. Noted in Section 20.**

D. April 9, 2002 – Bucks County Water and Sewer Authority and Lower Makefield Township

4. Missing Items:

i. **Plan stated to be attached to the agreement. Noted in Section 1.**

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

BCWSA



Sent via email (susan.posternock@obermayer.com)

February 25, 2021

Susan Posternock
Obermayer Rebmann Maxwell & Hippel, LLP
Centre Square West
1500 Market Street, Suite 340
Philadelphia, PA 19102-2101

Re: Open Records Response

Dear Ms. Posternock:

This letter is in response to your request received by this office on Tuesday, January 26, 2021. The response to your request for "copies of the contract exhibits and attachments" is identified below and attached to this correspondence:

- A. Exhibit A for the April 11, 1974 agreement is attached.
- B. Exhibit A for the Addendum Agreement to the April 11, 1974 Agreement is attached.
- C. Exhibits A D for the October 28, 1975 Agreement, There are no exhibits attached to this agreement.
- D. April 9, 2002 Agreement no record of this agreement on file..

Please do not hesitate to contact me with any questions or concerns you may have.

Sincerely,



signed

Patrick W. Cleary
Open Records Officer

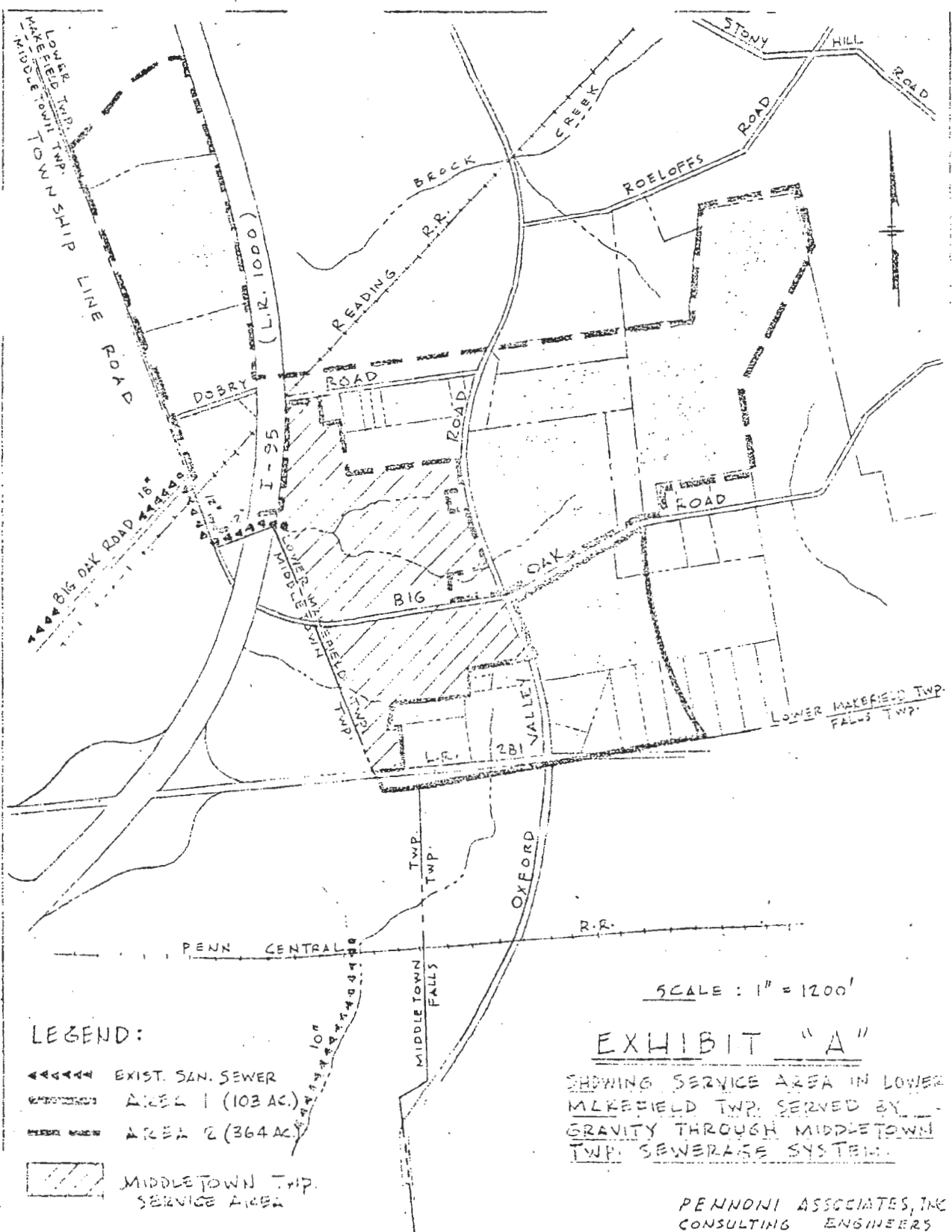
PWC/jbc



BCWSA
1275 Almshouse Road, Warrington, PA 18976
Phone: 215.343.2538
www.bcwsa.net



A. 4-11-74
 Exhibit



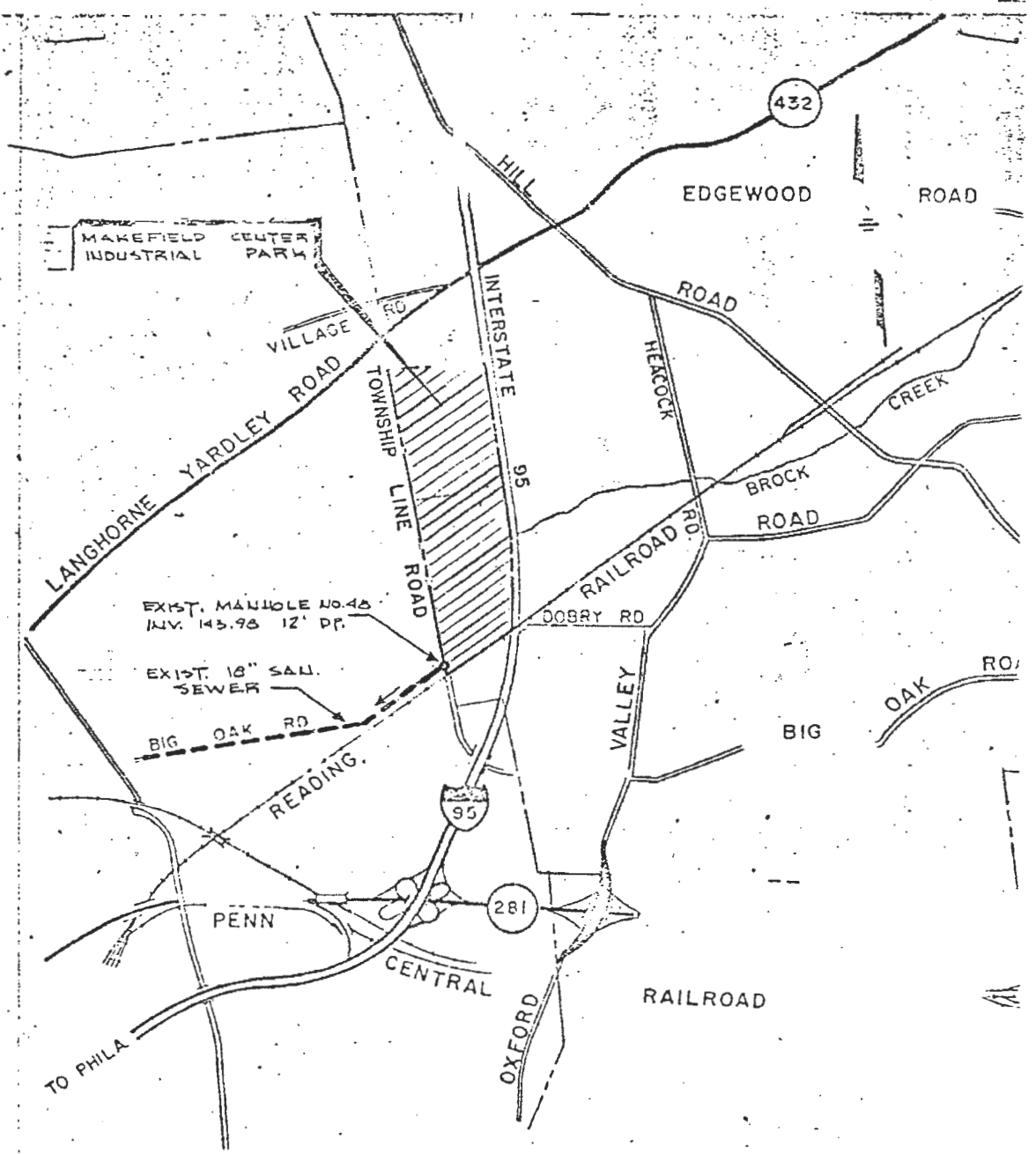
LEGEND:
 - - - - - EXIST. SAN. SEWER
 - - - - - AREA 1 (103 AC)
 - - - - - AREA 2 (364 AC)
 - - - - - MIDDLETOWN TWP.
 SERVICE AREA

SCALE : 1" = 1200'

EXHIBIT "A"

SHOWING SERVICE AREA IN LOWER
 MERKEFIELD TWP. SERVED BY
 GRAVITY THROUGH MIDDLETOWN
 TWP. SEWERAGE SYSTEM.

Addendum
02/28/80



LOCATION PLAN
SCALE: 1" = 2000'

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS
2824 WALNUT ST
PHILADELPHIA, PA 19103